

PURSUANT TO A.R.S. § 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD A MEETING AT THE GILA COUNTY COURTHOUSE, BOARD OF SUPERVISORS' HEARING ROOM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). THE MEETING IS ALSO TELEVISED TO THE GILA COUNTY TOMMIE CLINE MARTIN COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 707 S. COLCORD ROAD, PAYSON, ARIZONA.

Citizens may watch the Board meeting live-streamed at:

<https://www.youtube.com/channel/UCkCHWVqrI5AmJKbvYbO-k2A/live>

Citizens may submit written comments related to the October 18th Regular Meeting agenda by no later than 5 p.m. on Monday, October 17th, by emailing the Chief Deputy Clerk of the Board at [mhenderson@gilacountyaz.gov](mailto:mhenderson@gilacountyaz.gov) or calling 928-402-4390. Citizens may also submit written comments during the meeting through YouTube. Please include the meeting date, agenda item number, your name, and your residence address in the email.

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## **REGULAR MEETING - TUESDAY, OCTOBER 18, 2022 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
  
2. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action authorizing the Board Chairman to electronically sign the Drug, Gang, and Violent Crime Control Grant Agreement (FY 2023 Award-Grant No. DC-23-004) between the Gila County Sheriff's Office and the Arizona Criminal Justice Commission in the amount of \$331,654 to provide continued funding for the period of July 1, 2022, to June 30, 2023, and authorize signature on the Certifications and Assurances. **(Travis Baxley)**
  
  - B. Information/Discussion/Action to approve Economic Development Grant No. 09272022 to Miami Genesis, Inc. in the amount of \$250 that the Board has determined to be for the benefit of the public. **(Mary Springer)**

- C. Information/Discussion/Action to award Contract No. 09082022 in the amount of \$11,691 to A Cut Above Painting, LLC for patching and painting inside the Pleasant Valley Veterans Retreat for the Administration Building. **(Mary Springer)**
  
- D. Information/Discussion/Action to award Contract No. 09092022 in the amount of \$7,592.74 to A Cut Above Painting, LLC for patching and painting inside the Pleasant Valley Veterans Retreat in Barracks A. **(Mary Springer)**
  
- E. Information/Discussion/Action to award Contract No. 09072022 in the amount of \$20,331.55 to Dan Good Flooring for new flooring and baseboards throughout the Pleasant Valley Veterans Retreat in Barracks A per the revised scope of work. **(Mary Springer)**
  
- F. Information/Discussion/Action to award Contract No. 09062022 in the amount of \$34,924.22 to Mountain Home Interiors for new flooring and baseboards throughout the Pleasant Valley Veterans Retreat for the Administration Building per the revised scope of work. **(Mary Springer)**
  
- G. Information/Discussion/Action to ratify the submittal of an application with the Department of Justice and approve DOJ Award Number 15PBJA-22-GG-04478-COAP in the amount of \$916,986 for the performance period of October 1, 2022, to September 30, 2025. **(Joshua Beck)**
  
- H. Information/Discussion/Action to approve a Memorandum of Understanding between the Arizona Community Action Association d/b/a Wildfire and the Gila County Community Services Department, public libraries, and Gila County Health Division to allow collaboration on a partnership for dental resources for the families and children of Gila County for the period of August 1, 2022, to June 30, 2023, in the amount of \$128,400. **(Malissa Buzan)**



- I. Information/Discussion/Action to adopt Resolution No. 22-10-06 to enter into an Intergovernmental Agreement No. 22-0008732-I-ADOT Contract No. P0012022001452 with the State of Arizona/Arizona Department of Transportation for a Highway Safety Improvement Project (HSIP) on the Houston Mesa Road. **(Steve Sanders)**
  
- J. Information/Discussion/Action to approve Job Order Contract (JOC) ADSPO18-188023-3 with J. Banicki Construction, Inc. in the amount of \$421,173.16 for Bloody Tanks Wash flood mitigation project reimbursable through Natural Resources Conservation Service. **(Steve Sanders)**
  
- K. Information/Discussion/Action to approve an Intergovernmental Agreement No. 10102022 Economic Development Grant to the Town of Winkelman in the amount of \$1,000 for the Town's Annual Haunted House event and that the Board has determined to be for the benefit of the public. **(Woody Cline)**
  
- 3. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
  
- A. Approval of Amendment No. 3 to Intergovernmental Agreement No. 092419 between Gila County and the Town of Miami to extend the contract term for an additional year from November 19, 2022, to November 18, 2023, for fuel purchase.
  
- B. Approval of Amendment No. 2 to Contract No. 012422 of a name change from McSpadden Ford to Courtesy Ford of Globe and to extend the contract to June 30, 2023, in the amount of \$70,090.90.

- C. Approval of the monthly activity reports submitted by the Human Resources Department for September 2022.
  - D. Approval of finance reports/demands/transfers for the reporting period of September 1, 2022, to September 30, 2022.
  - E. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the month of September.
4. **CALL TO THE PUBLIC:** A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
5. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. §38-431.03(A)(3).

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING.

**ARF-7603**

**Regular Agenda Item 2. A.**

**Regular BOS Meeting**

Meeting Date: 10/18/2022

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: FY2023

Budgeted?: Yes

Contract Dates July 1, 2022 through

Grant?: Yes

Begin & End: June 30, 2023

Matching Yes

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Authorize the Board Chairman to electronically sign the Arizona Criminal Justice Commission Drug, Gang, and Violent Crime Control Grant Agreement for FY 2023 Award (ACJC #DC-23-004) and authorize signature on the Certifications and Assurances.

Background Information

On May 1, 2022, the Board of Supervisors authorized the electronic submission of the grant application to the Arizona Criminal Justice Commission. The Gila County Sheriff's Office electronically submitted a grant application to the Arizona Criminal Justice Commission in the amount of \$719,390.15 in order to provide continued funding for the salaries and benefits of the Gila County Sheriff's Office Drug, Gang, and Violent Crimes Task Force.

Evaluation

On June 3, 2022, the Gila County Sheriff's Office received written notification from the Arizona Criminal Justice Commission that the grant application in the requested amount of \$719,390.15, was submitted to the ACJC on March 1, 2022. The Sheriff's Office has been awarded ACJC Grant No. DC-23-004, in the amount of \$331,654.

Conclusion

The Gila County Sheriff's Office has been awarded the Drug, Gang, and Violent Crime Control Grant Agreement (FY 2023 Award -ACJC Grant No. DC-23-004) from the Arizona Criminal Justice Commission in the amount of \$331,654 (\$115,415.59 in federal funds, \$133,324.90 in state funds and \$82,913.51 in matching funds from the County's General Fund) to provide continued funding for the Gila County Drug, Gang, and Violent Crimes Task Force for the period of July 1, 2022, to June 30, 2023.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the Grant Agreement between the Gila County Sheriff's Office and the Arizona Criminal Justice Commission in the amount of \$331,654 for the fiscal year 2023.

Suggested Motion

Information/Discussion/Action authorizing the Board Chairman to electronically sign the Drug, Gang, and Violent Crime Control Grant Agreement (FY 2023 Award-Grant No. DC-23-004) between the Gila County Sheriff's Office and the Arizona Criminal Justice Commission in the amount of \$331,654 to provide continued funding for the period of July 1, 2022, to June 30, 2023, and authorize signature on the Certifications and Assurances. **(Travis Baxley)**

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Attachments

Agreement No. DC-23-004

Certification and Assurances

Award Letter

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ARIZONA CRIMINAL JUSTICE COMMISSION  
DRUG, GANG, AND VIOLENT CRIME CONTROL  
GRANT AGREEMENT

ACJC Grant Number DC-23-004

Catalog of Federal Domestic Assistance (CFDA) Number 16.738

The following information is provided pursuant to 2 §C.F.R. 200.331(a)(1):

Grantee Name: Gila County Sheriff's Office

Grantee's UEI Number: C8EKKJK67XB

Grantee Period of Performance Start and End Date: 07/01/2022 to 06/30/2023

Amount of Federal Funds Obligated by this Agreement: \$115,415.59

Total Amount of Federal Funds Obligated to the Grantee: \$115,415.59

Indirect Cost Rate used by the Grantee under this Agreement: 0%

CFDA Number and Name: 16.738 - Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs

Total Amount of the Federal Award in this Agreement: \$3,493,965.00

Federal Award Identification Number (FAIN): 2020-DJ-BX-0050

Federal Award Date: 10/01/2020

Federal Award Project Description:

In general, JAG funds awarded to a state under this FY2023 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following:

Law enforcement programs

Prosecution and court programs

Prevention and education programs

Corrections and community corrections programs

Drug treatment and enforcement programs

Planning, evaluation, and technology improvement programs

Crime victim and witness programs (other than compensation)

Mental health programs and related law enforcement and corrections programs

Name of Pass-Through Entity: Arizona Criminal Justice Commission

Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission, 1110 W. Washington Street, Suite 230, Phoenix, AZ, 85007

Identification of Whether the Award is Research and Development: No

Indirect Cost Rate for the Federal Award: 0%

This Grant Agreement is made this 6th day of June, 2022 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and GILA COUNTY, through GILA COUNTY SHERIFF'S OFFICE hereinafter called "GRANTEE". The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 01, 2022 and terminate on June 30, 2023. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty (60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty (30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Arizona Criminal Justice Commission  
1110 W Washington St., Ste 230  
Phoenix, Arizona 85007  
Attn: Program Manager

B. If to the GRANTEE:

Gila County Sheriff's Office  
PO Box 311, 1100 South Street  
Globe, AZ 85502  
Attn: Chief Civil Administrator, Sarah A. White

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

### APPROVED LINE ITEM PROGRAM BUDGET

PERSONAL SERVICES	
Salaries	\$186,350.00
Fringe Benefits*	\$61,451.15
OVERTIME	
Wages	\$0.00
Fringe Benefits*	\$0.00
PROFESSIONAL CONSULTANT & CONTRACTUAL SERVICES	
Wages	\$60,749.00
Fringe Benefits*	\$23,103.85
TRAVEL EXPENSES	
In-State Travel	\$0.00
Out-of-State Travel	\$0.00
EQUIPMENT	
Capital	\$0.00
Non-Capital	\$0.00
OPERATING EXPENSES	
Supplies	\$0.00
Registration/Training	\$0.00
Other Operating Expenses	\$0.00
Confidential Funds	\$0.00
Additional Expenses	\$0.00
TOTAL BUDGET	\$331,654.00

**\*Reference the ACJC manuals for definition of approved fringe benefit.**

POSITIONS FUNDED: GCSO Commander (1), GCSO Detective (1.32)  
 EQUIPMENT FUNDED: NOT APPROVED  
 PROFESSIONAL CONSULTANT & CONTRACTUAL SERVICES: Globe  
 PD Detective (1)

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$115,415.59 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$133,324.91 in state funds. If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$82,913.50.

8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment (GA) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.

15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through (4) *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment*, when the equipment is no longer needed for the grant program [Link: e-CFR Navigation Aid at http://www.ecfr.gov/cgi-bin/ECFR?page=browse](http://www.ecfr.gov/cgi-bin/ECFR?page=browse).



17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

### ACTIVITY REPORTS

Report Period	Due Date
July 1st to September 30th	October 15th
October 1st to December 31st	January 15th
January 1st to March 31st	April 15th
April 1st to June 30th	July 15th

### FINANCIAL REPORTS

Report Period	Due Date
July 1st to July 31st	August 25th
August 1st to August 31st	September 25th
September 1st to September 30th	October 25th
October 1st to October 31st	November 25th
November 1st to November 30th	December 25th
December 1st to December 31st	January 25th
January 1st to January 31st	February 25th
February 1st to February 28/29th	March 25th
March 1st to March 31st	April 25th
April 1st to April 30th	May 25th
May 1st to May 31st	June 25th
June 1st to June 30th	July 25th

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. Link: [OJP Financial Guide](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf) at [https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf).

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Postaward Requirements" in the DOJ Grants Financial Guide).

31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.

II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.

III. The arbitration shall be conducted in Maricopa County.

IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.

V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.

VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitor shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

41. GRANTEE will comply with the audit requirements of Uniform Guidance (2 CFR 200 subpart F 200.500) and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed. **Link:** [Audit Requirements for OJP Awards](https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf) at <https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf>.

42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide. **Link:** [2 C.F.R Part 200 for OJP Awards](https://ojp.gov/funding/Part200UniformRequirements.htm) at <https://ojp.gov/funding/Part200UniformRequirements.htm> .

43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the [Consolidated Appropriations Act, 2021](https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm) at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm> .

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service. Link: [System for Award Management](https://www.sam.gov/SAM/) at <https://www.sam.gov/SAM/> .

47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid Unique Entity Identifier (UEI) profile and active registration with the System for Award Management (SAM) database.

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees. Link: [OJP Training Guide Principles for Grantees and Subgrantees](https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees) at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees> .

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2020-DJ-BX-0050 awarded by the Department of Justice, Office of Justice Programs, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statues that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.



54. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website: [Link: Limited English Proficiency A Federal Interagency at http://www.LEP.gov](http://www.LEP.gov).

55. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith - Based and Other Neighborhood Organizations" (the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. [Link: https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith](https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith).

56. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

57. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEOP). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf).

58. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

59. GRANTEE agrees to formulate and keep on file an EEOP (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEOP, or certifications that they have prepared and have on file an EEOP, or that they are exempt from EEOP requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)).

60. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

61. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

62. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

63. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

64. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

65. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

66. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401.

67. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

68. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

69. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

70. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

71. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

72. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

73. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

74. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.

75. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

76. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

77. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days. Link: <http://www.azcjc.gov/grants>.

78. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

79. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines. Link: <http://niem.github.io/reference/specifications/>.

80. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition).

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



81. GRANTEE must verify the Agency Official, Financial Official, Project Official, and Authorized Official including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Request (GAR) must be submitted via the ACJC Grants Portal to document changes. In addition, the Agency Point of Contact for the grant record must assign the Financial Points of Contact and the Program Points of Contact in the Grants Portal prior to payments being made and update those contacts when necessary.

82. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

83. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any or more of these award requirements—whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

#### 84. Employment eligibility verification for hiring under the award

The GRANTEE must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the GRANTEE properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the GRANTEE who are or will be involved in activities under this award of both--

(1) This award requirement for verification of employment eligibility, and

(2) The associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirement), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

85. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

86. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.



ARIZONA CRIMINAL JUSTICE COMMISSION  
DRUG, GANG, AND VIOLENT CRIME CONTROL  
GRANT AGREEMENT CONTINUATION SHEET  
SPECIAL CONDITION(S)

ACJC Grant Number DC-23-004

1. GRANTEE must submit the following documents within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents may be accessed and submitted through the GRANTEE's Grants Portal "Attachment" section.

a. ACJC Subawardee Questionnaire can be completed in the ACJC Grants Portal at:  
<https://grantsportal.azcjc.gov>.

b. Benchmark Worksheet can be submitted through the ACJC Grants Portal at: <http://acjcreporting.azcjc.gov>.

c. For any agency that is eligible to receive income as a result of grant-funded activities, it must complete the ACJC Program Income Worksheet on the ACJC Grants Portal under Manage Personnel.

Before the COMMISSION may transmit Federal Funds from FY 2023 Byrne/JAG grant the GRANTEE is required to submit the properly executed certification and assurance by the Chief Executive of the Applicant Government.

d. Certifications and Assurances by the Chief Executive of the Applicant Government. Failure to submit the certification will result in a hold of Federal funds. Certification can be obtained at:  
<https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-20-local-jag-ce-certification.pdf>.

2. GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

3. GRANTEE agrees to comply with all confidentiality requirements of 34 U.S.C. and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

4. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.

5. Absent prior express written approval from the COMMISSION, rates for any lodging charged to the grant may not exceed the posted GSA rate for the location. If the GRANTEE opts to obtain lodging at a higher rate, the cost differential, including associated taxes may not be charged to the award.

6. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

7. GRANTEE acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

8. GRANTEE agrees to comply with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-352). Performance for current year award is measured by: 1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average number of days to process a sample at the end of the grant period; 2) percent reduction in the number of backlogged forensic cases at the beginning of the award period versus the number number of backlogged forensic cases at the end of the award period), if applicable to the grant; and 3) number of forensic science or medical examiner personnel who completed appropriate training or educational opportunities with current year Coverdell funds, if applicable to the award. GRANTEE is required to collect and report data relevant to these measures.

## SPECIAL CONDITION(S) (Continued):

9. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, must be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.

10. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership ([www.ctfli.org](http://www.ctfli.org)). Task force members need only take the training once every four years. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.

11. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (<https://ojpsso.ojp.gov/>). For more detailed information on reporting and other JAG requirements, refer to the AJG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

12. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

13. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.

14. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

15. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <https://www.bja.gov/Funding/nepa.html> for programs relating to methamphetamine laboratory operations.

16. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

17. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.

18. If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at [www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlogreduction-program.aspx](http://www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlogreduction-program.aspx).

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

## SPECIAL CONDITION(S) (Continued):

## 19. Unreasonable restrictions on competition und the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any award.

## 1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements - including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open cometition 'and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business' and taking "[a]ny arbitrary action in the procurement process") -no the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a 200.319(a) or as specifically authorized by USDOJ.

## 2. Rules of construction

a. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at the present) by or on behalf of the federal government- as an employee, contractor or subcontractor (at any tier), grant recipient or- subgrantee (at any tier), agenty, or otherwise- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work project, or activity (or to provide such goods or services) in future.

b. Nothing in this condition shall be understood to authorize or require any grantee, any subgrantee at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

20. GRANTEE must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

21. If the recipient is designated "high risk" by a federal grant-making agency currently or at anytime during the period of performance under this award, the GRANTEE must disclose that fact and certain related information to the COMMISSION by e-mail at [dcadmin@azcjc.gov](mailto:dcadmin@azcjc.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the GRANTEE'S past performance, or other programmatic or financial concerns with the GRANTEE. The GRANTEE'S disclosure must include the following: 1. The federal awarding agency that currently designates the GRANTEE high risk, 2. The date the GRANTEE was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and e-mail address), and 4. The reasons for the high-risk status as set out by the federal awarding agency.

22. Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the GRANTEE uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Criminal Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information or other records that are "eligible records" (under federal or State law) relevant to the NICS, the GRANTEE must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records". In the event of minor and transitory

SPECIAL CONDITION(S) (Continued):

non-compliance, the GRANTEE may submit evidence to demonstrate diligent monitoring of compliance with this condition. COMMISSION will give great weight to any such evidence in any express written determination regarding this condition.

23. GRANTEE acknowledges JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

24. GRANTEE agrees to the completion of the ACJC Subawardee Questionnaire within 45 days of the start date of this award.

25. The GRANTEE warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If a grantee uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. The Commission retains the legal right to inspect the papers of the grantee and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

Authorized Official Initials: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

**FOR GRANTEE:**

\_\_\_\_\_  
Authorized Signatory Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Additional signature(s) if required by political subdivision Date

\_\_\_\_\_  
Printed Name & Title

ATTEST:  
\_\_\_\_\_  
Clerk Date

**Note:** If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e., county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

**Approved as to form and authority to enter into Agreement:**

\_\_\_\_\_  
Legal Counsel for GRANTEE Date

\_\_\_\_\_  
Printed Name & Title

**Statutory or other legal authority to enter into Agreement:**

\_\_\_\_\_  
Appropriate A.R.S., Ordinance, or Charter Reference

**FOR CRIMINAL JUSTICE COMMISSION:**

\_\_\_\_\_  
Andrew T. LeFevre, Executive Director Date  
Arizona Criminal Justice Commission





ARIZONA CRIMINAL JUSTICE COMMISSION  
GRANT AGREEMENT

INSURANCE REQUIREMENTS  
EXHIBIT "A"

**Insurance Requirements for Governmental Parties to a Grant Agreement:**

None.

**Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:**

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)*  
The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability.

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

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)



Exhibit "A" Page 2

### 3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

#### Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

#### Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

#### Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

#### Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Exhibit "A" Page 3

**Subcontractors:**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

**Approval and Modifications:**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**Exceptions:**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

END OF GRANT AGREEMENT DOCUMENTS

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Justice Assistance Grant Program FY 2020 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2020 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

\_\_\_\_\_  
Signature of Chief Executive of the Applicant Unit of  
Local Government

Woody Cline  
Printed Name of Chief Executive

Gila County  
Name of Applicant Unit of Local Government

\_\_\_\_\_  
Date of Certification

Chairman, Board of Supervisors  
Title of Chief Executive



# Arizona Criminal Justice Commission

June 03, 2022

*Chairperson*

STEVE STAHL  
Law Enforcement Leader

*Vice-Chairperson*

SHEILA POLK  
Yavapai County Attorney

JEAN BISHOP  
Mohave County Supervisor

MARK BRNOVICH  
Attorney General

DAVID K. BYERS, Director  
Administrative Office of the Courts

LAURA CONOVER  
Pima County Attorney

JEFF GLOVER  
Tempe Chief of Police

MINA MENDEZ  
Board of Executive Clemency

CHRIS NANOS  
Pima County Sheriff

PAUL PENZONE  
Maricopa County Sheriff

KARA RILEY  
Oro Valley Chief of Police

DAVID SANDERS  
Pima County Chief Probation Officer

DAVID SHINN, Director  
Department of Corrections,  
Rehabilitation, and Reentry

HESTON SILBERT, Director  
Department of Public Safety

VACANT  
Maricopa County Attorney

VACANT  
Former Judge

VACANT  
County Sheriff

VACANT  
Chief of Police

VACANT  
Mayor

*Executive Director*  
Andrew T. LeFevre

1110 West Washington, Suite 230  
Phoenix, Arizona 85007  
PHONE: (602) 364-1146  
FAX: (602) 364-1175  
[www.azcjc.gov](http://www.azcjc.gov)

Attn: Sarah A. White, Chief Civil Administrator  
Gila County Sheriff's Office  
PO Box 311, 1100 South Street  
Globe, AZ 85502

RE: Drug, Gang, and Violent Crime Control (DGVCC) FY 2023 Award, DC-23-004

Dear Sarah A. White,

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the FY 2023 Drug, Gang, and Violent Crime Control Program.

Paragraphs six and seven of the enclosed agreement provide the amount of funding awarded to your agency and the specific positions that have been funded. Below, please find additional information that will assist in the administration of your agency's grant award.

**Grant Agreement and Other Required Documents:** Please review the grantee agreement and accompanying instructions as revisions or new requirements may have been included. Please follow the directions outlined in the Grant Agreement instructions, as well as instructions received in DocuSign to execute the contract in its entirety with electronic authorized signatures. Agreements not returned within 90 days of the award date with authorized signatures may be canceled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable.

**Administrative and Financial Requirements:** In addition to applicable uniform administrative requirements and cost principles, award recipients are required to adhere to grant specific program requirements as defined in the grant agreement.

**Reporting:** Activity and financial reports are required for this grant and the reporting schedules are contained in the agreement. Financial Reporting can be accessed at: <https://grantsportal.azcjc.gov/>. Activity reporting can be accessed at: <https://acjcreporting.azcjc.gov/>.

**Office of Civil Rights Requirements:** Annual Completion of Civil Rights Training is required for this grant. Grantees must contact the Grant Coordinator to obtain registration to access the training. If applicable, agencies awarded must complete an EEOC plan and submit it to the Office of Civil Rights, Office of Justice Programs. Link to helpful EEOC information: <https://ojp.gov/about/offices/ocr.htm>.

If you have any questions, please contact Siyeni Yitbarek at [siyitbarek@azcjc.gov](mailto:siyitbarek@azcjc.gov) or 602.364.1163. Our office looks forward to the continued partnership.

Sincerely,

Tony Vidale, Deputy Director  
Drug, Gang, and Violent Crime Control Program

**ARF-7605**

**Regular Agenda Item 2. B.**

**Regular BOS Meeting**

Meeting Date: 10/18/2022

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: 22-23

Budgeted?: Yes

Contract Dates 10-04-2022 -

Grant?: Yes

Begin & End: 10-31-2022

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Approval of an Economic Development Grant No. 09272022 between Gila County and Miami Genesis, Inc., a non-profit corporation, operated and maintained within the boundaries of Gila, which has submitted an application and that the Board has determined to be for the benefit of the public.

Background Information

Every year funds are budgeted to support economic development activities. Miami Genesis, Inc. has applied to Gila County for an Economic Development Grant in the amount of \$250 to support the STAND (Stand Together Against Narcotics & Drugs) event, to be held on October 15, 2022. Under A.R.S. 11-254, contributions may be made to any governmental agency or to a non-profit corporation that enjoys and maintains federal tax-exempt status as long as all monies are utilized for the purpose determined to be public by the Board. Miami Genesis, Inc. will provide the direct benefit of advertising Gila County at the event.

Evaluation

Funds are available. After reviewing the application/agreement, and asking any necessary questions, the Board shall determine if the request is for the benefit of the public. The Board may approve the Economic Development Grant No. 09272022 and determine it to be for the benefit of the public.

Conclusion

Funds are available and after evaluation, the Board may approve the Economic Development Grant No. 09272022 that the Board has determined to be for the benefit of the public by entering into an agreement with Miami Genesis, Inc., a non-profit corporation. All grant monies awarded to the non-profit shall be used for the purpose determined to be public by the Board.

Recommendation

After evaluation, the Board may approve the Economic Development Grant No. 09272022 that the Board has determined to be for the benefit of the public by entering into an Agreement with Miami Genesis, Inc., a non-profit organization.

Suggested Motion

Information/Discussion/Action to approve Economic Development Grant No. 09272022 to Miami Genesis, Inc. in the amount of \$250 that the Board has determined to be for the benefit of the public. **(Mary Springer)**

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Attachments

Miami Genesis Request  
Agreement

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# COME JOIN THE FIGHT

## OCTOBER 15, 2022 4-9PM

### @BULLION PLAZA LAWN

BRINGING FAMILY & COMMUNITY AWARENESS TO THE  
OPIOID EPIDEMIC



 **BE A VOICE. NOT A VICTIM.** 

AS WE **STAND TOGETHER** AGAINST THE CURRENT WAR ON DRUGS

THIS EVENT IS FREE! JOIN US FOR:

- Honoring our First Responders
- Information & Support
- Food, Drinks, & Treats
- Dancing Robots, Minions, & Other Characters
- DJ & Entertainment

SPECIAL  
GUEST:  
**NETO &  
IMAGINE**  
7-9PM



**AGREEMENT NO 09272022**  
**BETWEEN**  
**GILA COUNTY**  
**AND**  
**MIAMI GENESIS, INC.**

This is an agreement between Gila County, hereinafter referred to as the County and Miami Genesis, Inc., hereinafter referred to as the Organization:

**Purpose and Scope**

Miami Genesis, Inc. is a charitable, non-profit Organization for the benefit of residents of the Gila County. They are a 501(c)(3) Organization registered with the Arizona Corporation Commission and maintain a federal tax-exempt status.

The County will provide to the Organization a grant of \$250.00, the purpose of these funds will be for an economic development activity which is operated and maintained within the boundaries of the County and the Board has determined to be for the benefit of the public per A.R.S. § 11\_254.

The Organization fully understands that the contributions provided by the County shall be used to support the STAND (Stand Together Against Narcotics & Drugs) Event to be held on October 15, 2022. The Organization will advertise Gila County at the STAND Event on October 15, 2022.

The Organization fully understands that the contributions provided by the County shall be used for the economic development for the specific purpose described above.

**1. Term**

This agreement will commence when the grant funds are disbursed and will be satisfied when the Organization has provided the County with documentation that the economic development grant has been used to support the above-stated-purpose. If documentation is not provided to the County or if the documentation does not demonstrate that all funds were used to support the above-stated-purposed, the County will not accept future Grant applications from Miami Genesis, Inc., and will be entitled to reimbursement for any funds not expended on the approved above-stated-purpose. Any unused portion of the grant shall be returned to the County.

Documentation shall be sent to:

Gila County Finance, 1400 E Ash Street, Globe, Arizona 85501 (Reference the Agreement number on your documentation).

**2. General Terms and Conditions**

***Legal Arizona Workers Act Compliance:*** The Organization hereby warrants that it will at all times during the life of this agreement comply with all federal immigration laws applicable to the employment of their employees, and with the requirements of A.R.S. §23-214(A) (together with the "State and Federal Immigration Laws"). The Organization shall further ensure that each subcontractor who performs any work for the Organization under this contract likewise complies with the State and Federal Immigration Laws. The County shall have the right at any time to inspect the books and records of any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of the Organization's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws , or of any other provision of this section, shall be deemed to be a material breach of this Contract. If the

breach is by a subcontractor, and the subcontract is suspended or terminated as a result, the Organization shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion. The Organization shall advise each subcontractor of the County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that the County may inspect the Subcontractor's books and records to ensure that the Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

- 3. No Forced Labor:** The Non-Profit does not currently, and agrees for the duration of this Agreement that the Non-Profit will not use:
- a. The forced labor of Ethnic Uyghurs in the People's Republic of China;
  - b. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
  - c. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

**4. Indemnification**

The Organization shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Organization or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such the Organization to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Organization from and against any and all claims. It is agreed that the Organization will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Organization agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Organization for the County.

**5. Audit of Non-Profit Corporations Receiving County Monies**

This agreement is subject to the A.R.S. §11-624. Each nonprofit corporation receiving less than fifty thousand dollars in county assistance in any fiscal year shall comply with contract requirements concerning financial and compliance audits contained in contract agreements governing such programs.

**6. Cancellation**

This agreement is subject to the cancellation provisions of A.R.S. §38-511.

**7. Entire Agreement**

Except as expressly provided otherwise herein, the Agreement represents the entire agreement between the parties.

**8. Governing Law**

Both parties agree that this contract shall be governed by the laws of the State of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this contract shall be the Superior Court of the State of Arizona. The parties agree that even if this contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this contract by this reference as though they were specifically listed herein.

**GILA COUNTY**

**MIAMI GENESIS, INC.**

\_\_\_\_\_  
**Woody Cline, Chairman**  
**Gila County Board of Supervisors**

\_\_\_\_\_  
**Chairwoman**

**ATTEST**

\_\_\_\_\_  
**James Menlove, Clerk of the Board**  
**Gila County Board of Supervisors**

**APPROVED AS TO FORM**

\_\_\_\_\_  
**The Gila County Attorney's Office**

**ARF-7619**

**Regular Agenda Item 2. C.**

**Regular BOS Meeting**

Meeting Date: 10/18/2022

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY22-23 Budgeted?: Yes

Contract Dates 10-18-2022 - Grant?: Yes

Begin & End: 1-31-2023

Matching No Fund?: New

Requirement?:

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Information

Request/Subject

Award Contract No. 09082022 for patching and painting of the Administration Building at the Pleasant Valley Veterans Retreat.

Background Information

On July 27, 2021, The Board of Supervisors approved the Special Use Permit with the U.S. Forest Service allowing Gila County to take possession of the Pleasant Valley Administration Site for the purpose of providing a veterans retreat and services facility. The annual permit fee is \$36,157. A 100% of that fee will be used to offset the cost of Government maintenance and reconditioning projects pursuant to the Granger-Thye Offset Agreement made part of the Special Use Permit. The patching and painting of the inside of the Administration Building will provide a fresh and clean space to be utilized for the above-stated purpose. A walk-through was conducted to detail the scope of work for the patching and painting. Three quotes were received, and staff is recommending a contract award to the lowest responsive and responsive bidder.

Evaluation

The building is in need of patching and painting throughout the entire Administration Building.

Conclusion

The building is in need of patching and painting throughout the building in order to be put into service.

Recommendation

Staff recommends a contract award for the inside patching and painting in the Administration Building.

Suggested Motion

Information/Discussion/Action to award Contract No. 09082022 in the amount of \$11,691 to A Cut Above Painting, LLC for patching and painting inside the Pleasant Valley Veterans Retreat for the Administration Building. **(Mary Springer)**

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Attachments

09082022 Scope of Work

Quote Tabulation 09082022

A Cut Above Quote

Dodge Brothers Quote

KBS Quote

Service Agreement 09082022

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**REQUEST FOR QUOTE NO. 09082022  
GILA COUNTY**



**PLEASANT VALLEY VETERANS RETREAT PAINTING – ADMINISTRATION BUILDING  
INTERIOR**

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE  
CONSIDERED NON-RESPONSIVE**

**JOB/PROJECT DESCRIPTION**

Project consists of a contractor to provide all materials and patch and paint interior walls in the Administration building at the Pleasant Valley Veterans Retreat.

There will be a walkthrough at the location in Young on September 15, 2022 at 11:00 am

Location:

Pleasant Valley Veterans Retreat (Gila County)  
154 S Ranger Station Road  
Young, Arizona 85554

**Revised** Scope of Work and Specifications:

- **Remove existing ceramic and cove base and patch and prepare walls as necessary for painting**
- Provide all materials and patch and paint all interior walls in the Administration building at the Pleasant Valley Veterans Retreat (Gila County)
- Paint color TBD **and shall have an eggshell sheen**
- **Paint shall be a high-quality latex paint that is durable and cleanable**
- **Dumpsters will be provided by Gila County**
- Any questions can be directed to Stephanie Chaidez at: [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov)

**QUOTE DUE DATE:** Please email or fax quote by, 11:00 A.M. on September 29, 2022 to,  
Stephanie Chaidez, [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov), fax 928-402-4386

**“Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County”**

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contractor Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST \$ \_\_\_\_\_ (TAXES INCLUDED)

MATERIAL COST \$ \_\_\_\_\_ (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

**THIS IS AN INFORMAL “REQUEST FOR QUOTE”. ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY’S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov) or call 928-402-8897.**

**QUOTE TABULATION FORM**



**GILA COUNTY**

**BID**

**TITLE:**

PVVR Administration Building Painting

**BID**

**DUE** 11:00 AM

**NO.:**

09082022

**DATE:**

September 29, 2022

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K  
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N  
G

	<b>BIDDER FIRM NAME</b>	<b>BID AMOUNT</b>	<b>COMMENTS</b>
	Apex Craftsman (928) 978-0707 Jim, apexcraftsman@icloud.com	Did not receive bid	
	Keith Family Flooring, 111 W Bonita St, Payson, AZ 85541, (928) 468-8811 kfbpainting@gmail.com	\$21,960.00	
	Kino Interiors, 401 N Broad St, Globe, AZ 85501 Dale, (928) 425-9443 kinointeriors@outlook.com,	Did not receive bid	
	Dodge Brothers Painting 480-586-6581 dodgebrotherspainting@gmail.com	\$12,125.00	
	Sun Painting office@sunptg.com 928-474-3929	Did not receive bid	
	A Cut Above Painting LLC Chris 480-244-9119	\$11,691.00	







**REQUEST FOR QUOTE NO. 09082022  
GILA COUNTY**



**PLEASANT VALLEY VETERANS RETREAT PAINTING – ADMINISTRATION BUILDING  
INTERIOR**

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE  
CONSIDERED NON-RESPONSIVE**

**JOB/PROJECT DESCRIPTION**

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Pleasant Valley Veterans Retreat (Gila County)  
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Young, Arizona 85554

**Revised Scope of Work and Specifications:**

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- Dumpsters will be provided by Gila County
- Any questions can be directed to Stephanie Chaidez at: [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov)

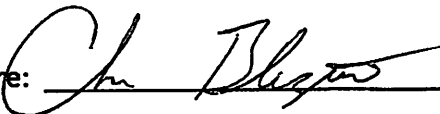
**QUOTE DUE DATE:** Please email or fax quote by, 11:00 A.M. on September 29, 2022 to,  
Stephanie Chaidez, [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov), fax 928-402-4386

**"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"**

Contractor Name: A Cut Above Printing LLC

Contractor Address: 1784 W 14th Ave Apache Junction AZ 85120

Contractor Phone #: 480-244-9119 Email Address: Chris@acutaboveprintingllc.com

Contractor Signature: 

**TOTAL COST FOR MATERIAL & INSTALLATION**

LABOR COST \$ 8,691<sup>00</sup> (TAXES INCLUDED)


MATERIAL COST \$ 3,000<sup>00</sup> (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

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**QUOTE DUE DATE:** Please email or fax quote by, 11:00 A.M. on September 29, 2022 to,  
Stephanie Chaidez, [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov), fax 928-402-4386

**"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"**

Contractor Name: <u>Dodge Brothers Painting</u>	
Contractor Address: <u>2943. W. Hidalgo St. Apache Junction, AZ 85120</u>	
Contractor Phone #: <u>480 586-6581</u>	Email Address: <u>dodge brothers painting @g mail.</u>
Contractor Signature: 	
<b>TOTAL COST FOR MATERIAL &amp; INSTALLATION</b>	
LABOR COST	\$ <u>4,800</u> (TAXES INCLUDED)
MATERIAL COST	\$ <u>3,000</u> (TAXES INCLUDED)
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.	

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# Dodge Brothers Painting LLC

2943 W Hidalgo st  
Apache Junction  
85120  
4805866581  
dodgebrotherspainting@gmail.com

ESTIMATE

EST0078

DATE

Sep 28, 2022

TOTAL

USD \$12,125.00

TO

## Stephanie Chaidez

154 S. Ranger Station Road  
Young, AZ  
85554  
928-402-8897  
schaidez@gilacountyaz.gov

DESCRIPTION	RATE	QTY	AMOUNT
<b>RANGER STATION</b> roughly 4,850 sq ft x \$2.50 =\$12,125 includes removing tile base, patching areas needed paint all wall, and entryway soffit all labor and materials included estimated 1 week finish	\$12,125.00	1	\$12,125.00
<b>SUBTOTAL</b>			\$12,125.00
<b>TAX (0%)</b>			\$0.00
<b>TOTAL</b>			<b>USD \$12,125.00</b>

Us being based out of the valley now; this price includes gas, Per diem, materials and being there for an estimated two weeks..

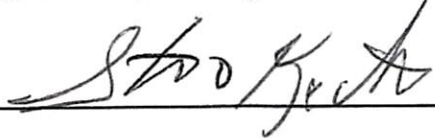
With the understanding we can camp out

\$4,000 down

\$8125 finish

**QUOTE DUE DATE:** Please email or fax quote by, 11:00 A.M. on September 29, 2022 to,  
Stephanie Chaidez, [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov), fax 928-402-4386

**"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"**

Contractor Name:	<u>Stan Kerth</u>		
Contractor Address:	<u>1003 E FRONTIER ST Payson AZ</u>		
Contractor Phone #:	<u>928-595-1309</u>	Email Address:	<u>Stankerthpaint@gmail.com</u>
Contractor Signature:	<u></u>		
TOTAL COST FOR MATERIAL & INSTALLATION			
LABOR COST	\$ <u>18,195</u>	(TAXES INCLUDED)	
MATERIAL COST	\$ <u>3,765</u>	(TAXES INCLUDED)	
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.			

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# QUOTE

## KFB PAINTING LLC

QUOTE # 09092022  
DATE: 09-20-2022

111 W BONITA ST  
PAYSON AZ 85541  
928-468-8811  
ROC#327090

TO GILA COUNTY  
Pleasant Valley Veterans Retreat - Administration Building  
154 S. Ranger Station Rd  
Young, AZ 85554  
(928) 402-8897  
schaidez@gilacountyaz.gov

	DESCRIPTION	UNIT PRICE	LINE TOTAL
INTERIOR OR EXTERIOR	INTERIOR - MAIN		
PAINT OR STAIN	PAINT		
MATERIAL	PAINT - ALL ONE COLOR/ONE SHEEN		
	PRIMER/CAULK/MASKING/TAPE/DRYWALL MUD/ & ANY OTHER MISCELLANIOUS ITEMS	1	\$3,765.00
LABOR	PREP WORK - CAULKING/PATCHING/SANDING/ PRIMING/PAINTING 5,300 SQUARE FEET OF DRYWALL/SURFACE AREA	1	\$12,215.00
EXTRA LABOR	BASEBOARD REMOVAL/PATCH/PAINT/REPLACE	1	\$3,840.00
PER DIEM	LODGING/FOOD/GAS	1	\$2,500.00
EXTRAS	ROLL OFF WILL BE PROVIDED FOR TEAR OUT BY THE CLIENT		
		<b>TOTAL</b>	<b>\$21,960RE.00</b>

Quotation prepared by: Sarah Thompson for Stan Keith of KFB Painting

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**



**SERVICE AGREEMENT NO. 09082022**

**PLEASANT VALLEY VETERANS RETREAT PATCHING & PAINTING ADMINISTRATION BUILDING**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and **A Cut Above Painting, LLC**, of the City of Apache Junction, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide all labor and materials, remove baseboards throughout, and to patch and paint the inside of the Pleasant Valley Veterans Retreat Administration Building per the scope of work, in a good and workmanlike and substantial manner, and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee.

The Contractor shall:

- Provide all personnel, equipment, materials, supplies, services and supervision necessary for the successful and timely completion of internal patching and painting, color TBD by Gila County Facility Director or designee;
- Provide all personnel, and supervision necessary for the successful and timely completion of patching and painting per the scope of work;
- Provide experienced, trained and responsible personnel to perform the required services;
- Perform all work in a safe manner;

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - Certification of No Forced Labor:** The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

**ARTICLE 5 – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. Policy shall be endorsed to **include master key coverage.**
- b. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**
- c. Policy shall be endorsed to **include coverage for "care-custody-control".**

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000



**All certificates and endorsements are to be received and approved by the County before work commences.** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to, **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501.**

The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 6 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

**ARTICLE 7- WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose.

Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion.

All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 8- LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 9 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 10 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 11 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure.

The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 12 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect

**ARTICLE 13– NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 14– GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 15– TERM:** The term of the agreement shall commence on the date it is signed by the Chairman and continue in full force and effect until January 31, 2023.

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid pursuant to the attached payment schedule but in no event shall payment exceed \$11,691.00 without prior written approval from the County.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address

- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor. Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the Accounts Payable Department receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, two (2) identical counterparts of **Agreement No. 09082022**, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

A Cut Above Painting, LLC

\_\_\_\_\_  
Woody Cline, Chairman  
Gila County Board of Supervisors

  
\_\_\_\_\_  
President

ATTEST

\_\_\_\_\_  
James Menlove, Clerk of the Board  
Gila County Board of Supervisors

APPROVED AS TO FORM

\_\_\_\_\_  
The Gila County Attorney's Office



**ARF-7620**

**Regular Agenda Item 2. D.**

**Regular BOS Meeting**

Meeting Date: 10/18/2022

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY22-23 Budgeted?: Yes

Contract Dates 10-18-2022 - Grant?: Yes

Begin & End: 1-31-2023

Matching No Fund?: New

Requirement?:

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Information

Request/Subject

Award Contract No. 09092022 for patching and painting of Barracks A at the Pleasant Valley Veterans Retreat

Background Information

On July 27, 2021, The Board of Supervisors approved the Special Use Permit with the U.S. Forest Service allowing Gila County to take possession of the Pleasant Valley Administration Site for the purpose of providing a veterans retreat and services facility. The annual permit fee is \$36,157. A 100% of that fee will be used to offset the cost of Government maintenance and reconditioning projects pursuant to the Granger-Thye Offset Agreement made part of the Special Use Permit. The patching and painting of the inside of Barracks A will provide a fresh and clean space to be utilized for the above-stated purpose. A walk-through was conducted to detail the scope of work for the patching and painting. Three quotes were received, and staff is recommending a contract award to the lowest responsive and responsive bidder.

Evaluation

The building is in need of patching and painting throughout Barracks A for it to be utilized.

Conclusion

The building is in need of patching and painting throughout Barracks A in order to be put into service.

### Recommendation

Staff recommends a contract award for inside patching and painting in Barracks A.

### Suggested Motion

Information/Discussion/Action to award Contract No. 09092022 in the amount of \$7,592.74 to A Cut Above Painting, LLC for patching and painting inside the Pleasant Valley Veterans Retreat in Barracks A. **(Mary Springer)**

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### Attachments

Scope of Work

Quote Tabulation 09092022

A Cut Above Quote

Dodge Brothers Quote

KBS Quote

Service Agreement 09092022

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REQUEST FOR QUOTE NO. 09092022  
GILA COUNTY



PLEASANT VALLEY VETERANS RETREAT PAINTING – BARRACKS A INTERIOR

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE  
CONSIDERED NON-RESPONSIVE**

**JOB/PROJECT DESCRIPTION**

Project consists of a contractor to provide all materials and patch and paint interior walls in the Barracks A at the Pleasant Valley Veterans Retreat.

There will be a walkthrough at the location in Young on September 15, 2022 at 11:00 am

Location:

Pleasant Valley Veterans Retreat (Gila County)  
154 S Ranger Station Road  
Young, Arizona 85554

**Revised** Scope of Work and Specifications:

- Provide all materials and patch and paint all interior walls **and ceilings** in the Barracks A at the Pleasant Valley Veterans Retreat (Gila County)
- Paint color TBD **and shall have an eggshell sheen**
- **Paint shall be a high-quality latex paint that is durable and cleanable**
- **Sand and finish with clear matte sheen polyurethane all wood windowsill ledges**
- **Dumpsters will be provided by Gila County**
- Any questions can be directed to Stephanie Chaidez at: [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov)

**QUOTE DUE DATE:** Please email or fax quote by, 11:00 A.M. on September 29, 2022 to,  
Stephanie Chaidez, [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov), fax 928-402-4386

**“Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County”**

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contractor Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST \$ \_\_\_\_\_ (TAXES INCLUDED)

MATERIAL COST \$ \_\_\_\_\_ (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

**THIS IS AN INFORMAL “REQUEST FOR QUOTE”. ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY’S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov) or call 928-402-8897.**



**QUOTE TABULATION FORM**



**GILA COUNTY**

**BID**

**TITLE:**

PVVR Barracks A Painting

**BID**

**DUE** 11:00 AM

**NO.:**

09092022

**DATE:**

September 29, 2022

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	<b>BIDDER FIRM NAME</b>	<b>BID AMOUNT</b>	<b>COMMENTS</b>
	Apex Craftsman (928) 978-0707 Jim, apexcraftsman@icloud.com	did not receive bid	
	Keith Family Flooring, 111 W Bonita St, Payson, AZ 85541, (928) 468-8811	\$17,670.00	
	Kino Interiors, 401 N Broad St, Globe, AZ 85501 Dale, (928) 425-9443 kinointeriors@outlook.com,	did not receive bid	
	Dodge Brothers Painting 480-586-6581 dodgebrotherspainting@gmail.com	\$8,640.00	
	Sun Painting office@sunptg.com 928-474-3929	did not receive bid	
	A Cut Above Painting LLC Chris 480-244-9119	\$7,592.74	







**REQUEST FOR QUOTE NO. 09092022  
GILA COUNTY**



**PLEASANT VALLEY VETERANS RETREAT PAINTING – BARRACKS A INTERIOR**

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Contractor Name: <u>A Cut Above Painting LLC</u>	
Contractor Address: <u>1754 W 14<sup>th</sup> Ave Apache Junction AZ</u> <u>85120</u>	
Contractor Phone #: <u>480-244-9119</u>	Email Address: <u>Chris@acutabovepainting LLC.com</u>
Contractor Signature: <u></u>	
TOTAL COST FOR MATERIAL & INSTALLATION	
LABOR COST	\$ <u>5,940<sup>00</sup></u> (TAXES INCLUDED)
MATERIAL COST	\$ <u>1,652.74</u> (TAXES INCLUDED)
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.	

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Contractor Name:	<u>Dodge Brothers Painting</u>		
Contractor Address:	<u>2943. W. Hidalgo St. Apache Junction 85120</u>		
Contractor Phone #:	<u>480-586-6581</u>	Email Address:	<u>dodgebrotherspainting@gmail.com</u>
Contractor Signature:			
<b>TOTAL COST FOR MATERIAL &amp; INSTALLATION</b>			
LABOR COST	\$	<u>3,200</u>	(TAXES INCLUDED)
MATERIAL COST	\$	<u>2,500</u>	(TAXES INCLUDED)
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.			

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## Dodge Brothers Painting LLC

2943 W Hidalgo st  
Apache Junction  
85120  
4805866581  
dodgebrotherspainting@gmail.com

ESTIMATE

EST0080

DATE

Sep 29, 2022

TOTAL

USD \$8,640.00

TO

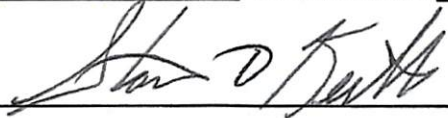
### Stephanie Chaidez

154 S. Ranger Station Road  
Young, AZ  
85554  
928-402-8897  
schaidez@gilacountyaz.gov

DESCRIPTION	RATE	QTY	AMOUNT
<b>FIREFIGHTER BARRACKS</b> 90 X 48= 4,320 sq ft x \$2.00=\$8,640	\$8,640.00	1	\$8,640.00
	<b>SUBTOTAL</b>		\$8,640.00
	<b>TAX (0%)</b>		\$0.00
paint all walls and ceilings add clear coat to all window seals \$2,000 down \$6,640 at finish	<b>TOTAL</b>		<b>USD \$8,640.00</b>

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Contractor Name:	<u>Stan Keith</u>		
Contractor Address:	<u>1003 E FRONTIER ST Payson</u>		
Contractor Phone #:	<u>928-595-1309</u>	Email Address:	<u>StanKeithPaint@gmail.com</u>
Contractor Signature:	<u></u>		
TOTAL COST FOR MATERIAL & INSTALLATION			
LABOR COST	\$ 14,995 <sup>00</sup>	(TAXES INCLUDED)	
MATERIAL COST	\$ 3,175 <sup>00</sup>	(TAXES INCLUDED)	
PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.			

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# QUOTE

## KFB PAINTING LLC

111 W BONITA ST  
PAYSON AZ 85541  
928-468-8811  
ROC#327090

QUOTE # 09092022  
DATE: 09-20-2022

TO GILA COUNTY  
Pleasant Valley Veterans Retreat - Barracks A  
154 S. Ranger Station Rd  
Young, AZ 85554  
(928) 402-8897  
schaidez@gilacountyaz.gov

	DESCRIPTION	UNIT PRICE	LINE TOTAL
INTERIOR OR EXTERIOR	INTERIOR - BARRACKS A		
PAINT OR STAIN	PAINT - 2 STRUCTURES		
MATERIAL	PAINT - ALL ONE COLOR/ONE SHEEN		
	PRIMER/CAULK/MASKING/TAPE/DRYWALL MUD/ POLYURETHANE/ANY OTHER MISCELLANIOUS ITEMS	1	\$3,175.00
LABOR	PREP WORK - CAULKING/PATCHING/SANDING/ PRIMING/PAINTING 2,300 SQUARE FEET OF DRYWALL/SURFACE AREA	1	\$11,995.00
PER DIEM	LODGING/FOOD/GAS	1	\$2,500.00
EXTRAS	ROLL OFF WILL BE PROVIDED FOR TEAR OUT BY THE CLIENT		
<b>TOTAL</b>			<b>\$17,670.00</b>

Quotation prepared by: Sarah Thompson for Stan Keith of KFB Painting

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**



**SERVICE AGREEMENT NO. 09092022**

**PLEASANT VALLEY VETERANS RETREAT PATCHING & PAINTING BARRACKS A**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and **A Cut Above Painting, LLC**, of the City of Apache Junction, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide all labor and materials, and to patch and paint the inside of the Pleasant Valley Veterans Retreat Barracks A per the scope of work, in a good and workmanlike and substantial manner, and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee.

The Contractor shall:

- Provide all personnel, equipment, materials, supplies, services and supervision necessary for the successful and timely completion of internal patching and painting, color TBD by Gila County Facility Director or designee;
- Provide all personnel, and supervision necessary for the successful and timely completion of patching and painting per the scope of work;
- Provide experienced, trained and responsible personnel to perform the required services;
- Perform all work in a safe manner;

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.



**ARTICLE 4 - Certification of No Forced Labor:** The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

**ARTICLE 5 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- |   |             |
|---|-------------|
| • General Aggregate                         | \$2,000,000 |
| • Products - Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |
| • Each Occurrence                           | \$1,000,000 |

a. Policy shall be endorsed to **include master key coverage.**

b. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

c. Policy shall be endorsed to **include coverage for "care-custody-control".**

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000



**All certificates and endorsements are to be received and approved by the County before work commences.** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to, **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501.**

The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 6 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

**ARTICLE 7- WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose.

Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion.

All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 8- LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 9 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 10 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 11 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure.

The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 12 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect

**ARTICLE 13– NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 14– GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 15– TERM:** The term of the agreement shall commence on the date it is signed by the Chairman and continue in full force and effect until January 31, 2023.

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid pursuant to the attached payment schedule but in no event shall payment exceed \$7,592.74 without prior written approval from the County.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address

- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the Accounts Payable Department receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, two (2) identical counterparts of **Agreement No. 09092022**, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

\_\_\_\_\_  
Woody Cline, Chairman  
Gila County Board of Supervisors

A Cut Above Painting, LLC

  
\_\_\_\_\_  
President

ATTEST

\_\_\_\_\_  
James Menlove, Clerk of the Board  
Gila County Board of Supervisors

APPROVED AS TO FORM

\_\_\_\_\_  
The Gila County Attorney's Office

**ARF-7621**

**Regular Agenda Item 2. E.**

**Regular BOS Meeting**

Meeting Date: 10/18/2022

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY22-23

Budgeted?: Yes

Contract Dates 10-18-2022 -

Grant?: Yes

Begin & End: 2-28-2023

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Award Contract No. 09072022 for new flooring and baseboard of Barracks A at the Pleasant Valley Veterans Retreat

Background Information

On July 27, 2021, The Board of Supervisors approved the Special Use Permit with the U.S. Forest Service allowing Gila County to take possession of the Pleasant Valley Admin Site for the purpose of providing a veterans retreat and services facility. The annual permit fee is \$36,157. A 100% of that fee will be used to offset the cost of Government maintenance and reconditioning projects pursuant to the Granger-Thye Offset Agreement made part of the Special Use Permit. The installation of new flooring and baseboard inside of Barracks A will provide a fresh and clean space to be utilized for the above-stated purpose. A walk-through was conducted to detail the scope of work for the new flooring and baseboard. During the walkthrough, it was noted that the windowsills also needed sanding and staining which was added to the scope of work. Three quotes were received, and staff is recommending a contract award to the lowest responsive and responsive bidder.

Evaluation

The building is in need of new flooring and baseboard throughout Barracks A for the building to be utilized.

Conclusion

The building is in need of new flooring and baseboard throughout Barracks A in order to be put into service.

Recommendation

Staff recommends contract award for new flooring and baseboards in Barracks A.

Suggested Motion

Information/Discussion/Action to award Contract No. 09072022 in the amount of \$20,331.55 to Dan Good Flooring for new flooring and baseboards throughout the Pleasant Valley Veterans Retreat in Barracks A per the revised scope of work. **(Mary Springer)**

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Attachments

09072022 Scope of Works Flooring Barracks A

Keith Family Flooring Quote

Mountain Home Flooring Quote Barracks A

Dan Good Quote Barracks A

Quote Tabulation 09072022

09072022 Service Agreement

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REQUEST FOR QUOTE NO. 09072022  
GILA COUNTY



PLEASANT VALLEY VETERANS RETREAT FLOORING REPLACEMENT – BARRACKS A

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE  
CONSIDERED NON-RESPONSIVE**

**JOB/PROJECT DESCRIPTION**

Project consists of a contractor to provide and install vinyl plank flooring and wood baseboard throughout the Barracks A building at the Pleasant Valley Veterans Retreat.

There will be a walkthrough at the location in Young on September 15, 2022 at 10:00 am

Location:

Pleasant Valley Veterans Retreat (Gila County)  
154 S Ranger Station Road  
Young, Arizona 85554

**Revised** Scope of Work and Specifications:

- **Demo existing flooring**
- Provide and install vinyl plank flooring, color to be determined
  - **Product to be Paradigm 20 mil** color to be determined
- **Remove and install new** wood baseboard, color to be determined
- **Dumpsters will be provided by Gila County**
- Any questions can be directed to Stephanie Chaidez at: [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov)

**QUOTE DUE DATE:** Please email or fax quote by, 11:00 A.M. on September 29, 2022 to,  
Stephanie Chaidez, [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov), fax 928-402-4386

**“Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County”**

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contractor Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST \$ \_\_\_\_\_ (TAXES INCLUDED)

MATERIAL COST \$ \_\_\_\_\_ (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

**THIS IS AN INFORMAL “REQUEST FOR QUOTE”. ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY’S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov) or call 928-402-8897.**

Keith Family

111 W BONITA ST  
 PAYSON, AZ 85541  
 PH: 928-468-8811

# Estimate

Date	Estimate #
9/25/2022	2285

Name / Address
Gila County Mary Springer 154 S. Ranger Station Road Young, AZ schaidez@gilacountyaz.gov

Item	Description	Size	Rate	Qty	Total
CUSTOMER C...	VINYL PLANK				
INSTALL VIN...	CUSTOMER CHOICE VINYL PLANK		3.59	8,518	30,579.62T
INSTALL VIN...	INSTALL VINYL PLANK - IN BUNK HOUSE		2.50	3,948	9,870.00
INSTALL VIN...	INSTALL VINYL PLANK - IN MAIN BUILDING		2.50	3,970	9,925.00
COVEBASE	COVEBASE - WITH INSTALL		4.00	947	3,788.00T
INSTALL NE...	NEW BASE STAIN GRADE		5.50	1,408	7,744.00
R&R TOILET	R&R TOILET		80.00	6	480.00
REPAIR	REPAIR CRACK		547.00	1	547.00
TMOLD	24 TMOLDS		45.00	24	1,080.00T
REDUCER	5 REDUCERS		45.00	5	225.00T
FLOOR PREP	FLOOR PREP - LEVEL DOOR WAYS - CAN CHANGE DEPENDING ON THE SEVERITY OF THE FLOOR		347.00	1	347.00
FREIGHT	FREIGHT		747.00	1	747.00
	*NO ZBAR, TACKSTRIP, DEMO, ENDCAPS, STAIRS, STAIRNOSE, REMOVAL AND REPLACEMENT OF APPLIANCES/FURNITURE/BASE, AT THE TIME OF MEASURE. IF ANY OF THESE ITEMS ARE ADDED IT MUST BE APPROVED AND THE CLIENT WILL BE CHARGED ACCORDINGLY.				
Fax #	928-468-8882	<b>Subtotal</b>		\$65,332.62	
E-mail	team@qualitymoversaz.com	<b>Sales Tax (9.48%)</b>		\$3,381.76	
		<b>Total</b>		\$68,714.38	

THANK YOU FOR CONSIDERING KEITH FAMILY FOR YOUR PROJECT. WE LIKE OUR CLIENTS TO BE AWARE OF THINGS THAT ARE NOT THOUGHT OF WHEN IT COMES TO FLOORING.

DISCLAIMER:

- \*WE ARE NOT RESPONSIBLE FOR ANY DAMAGES THAT OCCUR FROM LEAKING PIPES / TOILETS AND/OR FLOODS.
- \*THE CLIENT IS RESPONSIBLE TO HAVE UV PROTECTION ON WINDOWS. WE DO NOT COVER SUN DAMAGE THAT OCCURS ON THE VINYL PLANK.
- \*FLOOR PREP WILL ALWAYS BE SUBJECT TO CHANGE. THE ESTIMATOR CAN NOT DETERMINE THE SEVERITY OF THE FLOOR PREP AT THE TIME OF MEASURE. IF THE FLOOR PREP IS NEEDED AND IT IS NOT APPROVED BY YOU, WE WILL NOT WARRANTY OUR INSTALL. IN ORDER FOR THE PRODUCT TO BE WARRANTIED THROUGH THE COMPANY IT COMES FROM IT MUST BE INSTALLED TO THOSE GUIDELINES. FLOOR PREP CAN MAKE INSTALL TAKE LONGER THAN ANTICIPATED.
- \*YOU ARE RESPONSIBLE FOR APPROVING YOUR MATERIAL BEFORE PROVIDING THE DEPOSIT. ONCE THE MATERIAL IS ORDERED WE CAN NOT CHANGE IT AND IT CAN NOT BE CANCELED / RETURNED.

## Chaidez, Stephanie

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**From:** Chaidez, Stephanie  
**Sent:** Thursday, September 29, 2022 2:11 PM  
**To:** 'keithfamilyflooring@gmail.com'  
**Cc:** Hurst, Betty  
**Subject:** FW: Estimate 2285 from Keith Family Flooring  
**Attachments:** Est\_2285\_from\_Keith\_Family\_22444.pdf; 09062022 Flooring Quote Revised - Administration.pdf; 09072022 Flooring Revised Quote - Barracks A.pdf

Thank you for the quote but this cannot be accepted. Can you please separate the quote as this is for 2 different contracts and also fill out the Quote Request attached and return?

Thank you,

*Stephanie Chaidez*

Contracts Administrator & Credit Card Administrator  
Gila County Finance  
1400 E. Ash  
Globe, AZ 85501  
(928) 402-8897

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**From:** Chaidez, Stephanie  
**Sent:** Tuesday, September 27, 2022 8:07 AM  
**To:** 'keithfamilyflooring@gmail.com' <keithfamilyflooring@gmail.com>  
**Subject:** FW: Estimate 2285 from Keith Family Flooring

Which project is this for? Can you please also include the Request for Quote with this estimate? It's 2 separate projects, if you can please separate the quotes.

Thank you,

*Stephanie Chaidez*

Contracts Administrator & Credit Card Administrator  
Gila County Finance  
1400 E. Ash  
Globe, AZ 85501  
(928) 402-8897

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**From:** [keithfamilyflooring@gmail.com](mailto:keithfamilyflooring@gmail.com) <[keithfamilyflooring@gmail.com](mailto:keithfamilyflooring@gmail.com)>  
**Sent:** Monday, September 26, 2022 4:10 PM  
**To:** Chaidez, Stephanie <[schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov)>  
**Subject:** Estimate 2285 from Keith Family Flooring

**CAUTION:** Please VERIFY the actual email address matches sender name to avoid phishing attempts. Since this email originated from outside of Gila County, please be careful when deciding to click links or open attachments.

Dear Mary Springer:

Please review the attached estimate- 2285. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,  
Keith Family

9284688811

[qualitymoversaz.com](http://qualitymoversaz.com)

Mountain Home Interiors

315 W Main Street  
Payson AZ 85541



# Estimate

Date	Estimate #
10/4/2022	4321

### Name / Address

Mark Warden  
745 N. Rose Mofford Way  
Globe AZ, 85501

### Ship To

Veterans Retreat  
154 S Ranger Station Rd  
Young, AZ 85554

### Project

Item	Description	Qty	Rate	Total
Paradigm LB	This estimate includes all the flooring for one barrack. Triwest, Paradigm Collection w/Pad (20MIL) Long Board, 7.25" x 72" x 20MIL (9 Planks per Carton (3-69 5/16", 3-45 11/16", 3-23 5/8")), 22.16 SF/Ctn, select color	2,193.84	4.61	10,113.60T
Paradigm Endcap	Paradigm Endcap 94" Length	5	39.95	199.75T
Paradigm Reducer	Triwest, Paradigm Reducer, 94" Length	0	39.95	0.00T
Demolition	Demolition of Existing Flooring	2,000	0.50	1,000.00
Labor Installation	Labor Installation	2,193	2.00	4,386.00
floor prep	Sub Floor Preparation, Previous to Floor Installation	2,193	0.25	548.25
Solid Pine Base	Solid Pine, stain grade base, 2-step, unfinished	650	2.15	1,397.50T
Labor Installation	Labor Installation	650	1.50	975.00
cove base 4"	4" cove base,	1,100	0.00	0.00T
Labor Installation	Labor Installation	1,100	0.00	0.00
r/r toilet	Remove and Replace Toilet	2	50.00	100.00
Trip Charge	Trip Charge	1	500.00	500.00T
Shipping		1	300.00	300.00

<b>Subtotal</b>	\$19,520.10
<b>Sales Tax (9.48%)</b>	\$1,157.59
<b>Total</b>	\$20,677.69

**REQUEST FOR QUOTE NO. 09072022  
GILA COUNTY**



**PLEASANT VALLEY VETERANS RETREAT FLOORING REPLACEMENT – BARRACKS A**

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE  
CONSIDERED NON-RESPONSIVE**

**JOB/PROJECT DESCRIPTION**

Project consists of a contractor to provide and install vinyl plank flooring and wood baseboard throughout the Barracks A building at the Pleasant Valley Veterans Retreat.

There will be a walkthrough at the location in Young on September 15, 2022 at 10:00 am

Location:

Pleasant Valley Veterans Retreat (Gila County)  
154 S Ranger Station Road  
Young, Arizona 85554

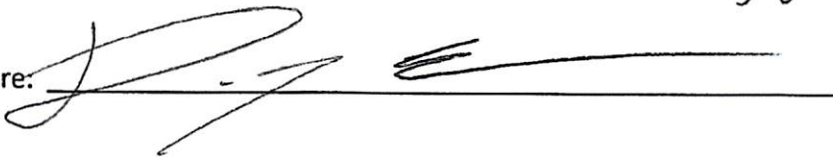
**Revised** Scope of Work and Specifications:

- **Demo existing flooring**
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  - **Product to be Paradigm 20 mil color to be determined**
- **Remove and install new wood baseboard, color to be determined**
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- Any questions can be directed to Stephanie Chaidez at: [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov)



**QUOTE DUE DATE:** Please email or fax quote by, 11:00 A.M. on September 29, 2022 to,  
Stephanie Chaidez, [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov), fax 928-402-4386

**"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"**

Contractor Name:	<u>Dan Good Flooring inc.</u>	
Contractor Address:	<u>810 N. Beeline Hwy Payson AZ 85541</u>	
Contractor Phone #:	<u>928-472-4597</u>	Email Address: <u>DanGoodFlooring@gmnl.com</u>
Contractor Signature:		
<b>TOTAL COST FOR MATERIAL &amp; INSTALLATION</b>		
LABOR COST	\$ <u>7,373.50</u>	(taxes included)
MATERIAL COST	\$ <u>12,958.05</u>	(Taxes included)
Please attach detail quote including materials and installation charge.		

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Dan Good Flooring, Inc.  
 810 N. Beeline Hwy.  
 Payson, AZ 85541  
 928-472-4597 ROC# 225850

Proposal #: FL003483  
 Sale Date: 09/15/2022  
 Install Date:  
 Sales Rep: Curtis, D  
 Sales Rep:

**SOLD TO**

**SHIPPED TO**

Printed 09/22/22 11:31:33

Pleasant Valley Veterans retire Mary Springer  
 154 S Ranger Station Road  
 Barraks A  
 Young AZ 85554  
 928-402-8516  
 schaidez@gilacountryaz.gov

Pleasant Valley Veterans retire Mary Springer  
 154 S Ranger Station Road  
 Young AZ 85554

MATERIALS		QUANTITY	PRICE	TOTAL
(1) Paradime	Need to pick	2000.00SqFt	\$4.99	\$9,980.00
(3) Base board stain grade 2 1/4"	Pine	758.00LnFt	\$2.00	\$1,516.00
(5) Shoue Base		80.00LnFt	\$1.50	\$120.00
Comments: trim out kitchen cabinets & Bath room vanities				
(8) T molding		4.00Each	\$55.00	\$220.00
<b>Materials Subtotal:</b>				<b>\$11,836.00</b>

LABOR		QUANTITY	PRICE	TOTAL
(2) Luxery Vinyl Plank install ** **		1817.00 SqFt	\$2.50	\$4,542.50
(4) TO laminate tearout ** **		1817.00 SqFt	\$0.50	\$908.50
(6) B Soue base ** **		80.00 LnFt	\$1.50	\$120.00
(7) S stool R/R ** **		3.00 Each	\$65.00	\$195.00
(9) Misc ** staining base boards ond coating with one coat polyurathane **		758.00 LnFt	\$1.25	\$947.50
(10) Floor prep to be determined after removal of exis ** Allowance **		1.00 Each	\$500.00	\$500.00
(11) S shipping & handling ** **		1.00 Each	\$160.00	\$160.00
<b>Labor SubTotal:</b>				<b>\$7,373.50</b>

Comments:

**Subtotal:** \$19,209.50  
**Sales Tax:** \$1,122.05  
**Total:** \$20,331.55  
**Payments:** \$0.00  
**Balance:** \$20,331.55





**SERVICE AGREEMENT NO. 09072022**

**PLEASANT VALLEY VETERANS RETREAT FLOORING REPLACEMENT – BARRACKS A**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and **DAN GOOD FLOORING**, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide all labor and materials, and to install new flooring and baseboard in Barracks A per the scope of work, in a good and workmanlike and substantial manner, and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee.

The Contractor shall:

- Provide all personnel, equipment, materials, supplies, services and supervision necessary for the successful and timely completion of new flooring and baseboard installation, color TBD by Gila County Facility Director or designee;
- Provide all personnel, and supervision necessary for the successful and timely completion of new flooring and baseboard installation per the scope of work;
- Provide experienced, trained and responsible personnel to perform the required services;
- Perform all work in a safe manner;

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - Certification of No Forced Labor:** The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

**ARTICLE 5 – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- |   |             |
|---|-------------|
| • General Aggregate                         | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |
| • Each Occurrence                           | \$1,000,000 |

- a. Policy shall be endorsed to include master key coverage.
- b. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".
- c. Policy shall be endorsed to include coverage for "care-custody-control".

**2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the County of Gila.

**4. Fidelity Bond or Crime Insurance**

Bond or Policy Limit \$ \_\_\_\_\_

- a. The bond or policy shall be issued with limits of 50% of the contract value or \$50,000 - whichever amount is greater.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy shall include coverage for third party fidelity.
- d. The bond or policy shall include coverage for extended theft and mysterious disappearance.
- e. The bond or policy shall not contain a condition requiring an arrest and conviction.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to, **Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501**, and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to, **Gila County Purchasing, 1400 E. Ash St, Globe, AZ, 85501.**

The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 6 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."



**ARTICLE 7- WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose.

Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion.

All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 8- LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 9 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 10 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.



**ARTICLE 11 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure.

The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 12 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect

**ARTICLE 13– NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 14– GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 15– TERM:** The term of the agreement shall commence on the date it is signed by the Chairman and continue in full force and effect until February 28, 2023.

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid pursuant to the attached payment schedule but in no event shall payment exceed \$20,331.55 without prior written approval from the County.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address

▪ Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the Accounts Payable Department receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, two (2) identical counterparts of **Agreement No. 09072022**, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

DAN GOOD FLOORING

\_\_\_\_\_  
Woody Cline, Chairman  
Gila County Board of Supervisors

  
Dan Good

ATTEST

\_\_\_\_\_  
James Menlove, Clerk of the Board  
Gila County Board of Supervisors

APPROVED AS TO FORM

\_\_\_\_\_  
The Gila County Attorney's Office

**ARF-7622**

**Regular Agenda Item 2. F.**

**Regular BOS Meeting**

Meeting Date: 10/18/2022

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY22-23 Budgeted?: Yes

Contract Dates 10-18-2022 - Grant?: Yes

Begin & End: 2-28-2023

Matching No Fund?: New

Requirement?:

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Information

Request/Subject

Award Contract No. 09062022 for new flooring and baseboard in the Administration Building at the Pleasant Valley Veterans Retreat.

Background Information

On July 27, 2021, The Board of Supervisors approved the Special Use Permit with the U.S. Forest Service allowing Gila County to take possession of the Pleasant Valley Admin Site for the purpose of providing a veterans retreat and services facility. The annual permit fee is \$36,157. A 100% of that fee will be used to offset the cost of Government maintenance and reconditioning projects pursuant to the Granger-Thye Offset Agreement made part of the Special Use Permit. The installation of new flooring and baseboard inside the Administration Building will provide a fresh and clean space to be utilized for the above-stated purpose. A walk-through was conducted to detail the scope of work for the new flooring and baseboard. Three quotes were received, and staff is recommending a contract award to the lowest responsive and responsive bidder.

Evaluation

The building is in need of new flooring and baseboard throughout the Administration Building for it to be utilized.

Conclusion

The building is in need of new flooring and baseboard throughout the Administration Building in order to be put into service.

Recommendation

Staff recommends contract award for new flooring and baseboards in the Administration Building.

Suggested Motion

Information/Discussion/Action to award Contract No. 09062022 in the amount of \$34,924.22 to Mountain Home Interiors for new flooring and baseboards throughout the Pleasant Valley Veterans Retreat for the Administration Building per the revised scope of work. **(Mary Springer)**

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Attachments

Quote 09062022 Admin Flooring Scope of Work

Keith Family Flooring Quote

Mountain Home Flooring Quote Admin

Dan Good Flooring Quote Admin

Quote Tabulation - Flooring Admin Building

09062022 Service Agreement Mountain Home

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**REQUEST FOR QUOTE NO. 09062022  
GILA COUNTY**



**PLEASANT VALLEY VETERANS RETREAT FLOORING REPLACEMENT –  
ADMINISTRATION BUILDING**

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE  
CONSIDERED NON-RESPONSIVE**

**JOB/PROJECT DESCRIPTION**

Project consists of a contractor to provide and install vinyl plank flooring and wood baseboard throughout the Administration building at the Pleasant Valley Veterans Retreat.

There will be a walkthrough at the location in Young on September 15, 2022 at 10:00 am

Location:

Pleasant Valley Veterans Retreat (Gila County)  
154 S Ranger Station Road  
Young, Arizona 85554

**REVISED** Scope of Work and Specifications:

- Provide and install vinyl plank flooring over existing flooring,
  - **Product to be Paradigm 20 mil** color to be determined
  - Restrooms, IT room, and closets will require transition and existing flooring will remain
  - Patch and float settling crack
- Provide and install **4" Rubber** baseboard, color to be determined
- **Gila County will provide dumpsters**
- Any questions can be directed to Stephanie Chaidez at: [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov)

**QUOTE DUE DATE:** Please email or fax quote by, 11:00 A.M. on September 29, 2022 to,  
Stephanie Chaidez, [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov), fax 928-402-4386

**“Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County”**

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

Contractor Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

TOTAL COST FOR MATERIAL & INSTALLATION

LABOR COST \$ \_\_\_\_\_ (TAXES INCLUDED)

MATERIAL COST \$ \_\_\_\_\_ (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

**THIS IS AN INFORMAL “REQUEST FOR QUOTE”. ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY’S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE INQUIRES OR EMAILED INQUIRES WILL BE ANSWERED REGARDING RESULTS OF THIS REQUEST FOR QUOTE. PLEASE SEND EMAILS TO [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov) or call 928-402-8897.**

Keith Family

111 W BONITA ST  
 PAYSON, AZ 85541  
 PH: 928-468-8811

# Estimate

Date	Estimate #
9/25/2022	2285

Name / Address
Gila County Mary Springer 154 S. Ranger Station Road Young, AZ schaidez@gilacountyaz.gov

Item	Description	Size	Rate	Qty	Total
CUSTOMER C...	VINYL PLANK				
INSTALL VIN...	CUSTOMER CHOICE VINYL PLANK		3.59	8,518	30,579.62T
INSTALL VIN...	INSTALL VINYL PLANK - IN BUNK HOUSE		2.50	3,948	9,870.00
INSTALL VIN...	INSTALL VINYL PLANK - IN MAIN BUILDING		2.50	3,970	9,925.00
COVEBASE	COVEBASE - WITH INSTALL		4.00	947	3,788.00T
INSTALL NE...	NEW BASE STAIN GRADE		5.50	1,408	7,744.00
R&R TOILET	R&R TOILET		80.00	6	480.00
REPAIR	REPAIR CRACK		547.00	1	547.00
TMOLD	24 TMOLDS		45.00	24	1,080.00T
REDUCER	5 REDUCERS		45.00	5	225.00T
FLOOR PREP	FLOOR PREP - LEVEL DOOR WAYS - CAN CHANGE DEPENDING ON THE SEVERITY OF THE FLOOR		347.00	1	347.00
FREIGHT	FREIGHT		747.00	1	747.00
	*NO ZBAR, TACKSTRIP, DEMO, ENDCAPS, STAIRS, STAIRNOSE, REMOVAL AND REPLACEMENT OF APPLIANCES/FURNITURE/BASE, AT THE TIME OF MEASURE. IF ANY OF THESE ITEMS ARE ADDED IT MUST BE APPROVED AND THE CLIENT WILL BE CHARGED ACCORDINGLY.				
Fax #	928-468-8882		<b>Subtotal</b>		\$65,332.62
E-mail	team@qualitymoversaz.com		<b>Sales Tax (9.48%)</b>		\$3,381.76
				<b>Total</b>	\$68,714.38

THANK YOU FOR CONSIDERING KEITH FAMILY FOR YOUR PROJECT. WE LIKE OUR CLIENTS TO BE AWARE OF THINGS THAT ARE NOT THOUGHT OF WHEN IT COMES TO FLOORING.

DISCLAIMER:  
 \*WE ARE NOT RESPONSIBLE FOR ANY DAMAGES THAT OCCUR FROM LEAKING PIPES / TOILETS AND/OR FLOODS.  
 \*THE CLIENT IS RESPONSIBLE TO HAVE UV PROTECTION ON WINDOWS. WE DO NOT COVER SUN DAMAGE THAT OCCURS ON THE VINYL PLANK.  
 \*FLOOR PREP WILL ALWAYS BE SUBJECT TO CHANGE. THE ESTIMATOR CAN NOT DETERMINE THE SEVERITY OF THE FLOOR PREP AT THE TIME OF MEASURE. IF THE FLOOR PREP IS NEEDED AND IT IS NOT APPROVED BY YOU, WE WILL NOT WARRANTY OUR INSTALL. IN ORDER FOR THE PRODUCT TO BE WARRANTIED THROUGH THE COMPANY IT COMES FROM IT MUST BE INSTALLED TO THOSE GUIDELINES. FLOOR PREP CAN MAKE INSTALL TAKE LONGER THAN ANTICIPATED.  
 \*YOU ARE RESPONSIBLE FOR APPROVING YOUR MATERIAL BEFORE PROVIDING THE DEPOSIT. ONCE THE MATERIAL IS ORDERED WE CAN NOT CHANGE IT AND IT CAN NOT BE CANCELED / RETURNED.

## Chaidez, Stephanie

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**From:** Chaidez, Stephanie  
**Sent:** Thursday, September 29, 2022 2:11 PM  
**To:** 'keithfamilyflooring@gmail.com'  
**Cc:** Hurst, Betty  
**Subject:** FW: Estimate 2285 from Keith Family Flooring  
**Attachments:** Est\_2285\_from\_Keith\_Family\_22444.pdf; 09062022 Flooring Quote Revised - Administration.pdf; 09072022 Flooring Revised Quote - Barracks A.pdf

Thank you for the quote but this cannot be accepted. Can you please separate the quote as this is for 2 different contracts and also fill out the Quote Request attached and return?

Thank you,

*Stephanie Chaidez*

Contracts Administrator & Credit Card Administrator  
Gila County Finance  
1400 E. Ash  
Globe, AZ 85501  
(928) 402-8897

---

**From:** Chaidez, Stephanie  
**Sent:** Tuesday, September 27, 2022 8:07 AM  
**To:** 'keithfamilyflooring@gmail.com' <keithfamilyflooring@gmail.com>  
**Subject:** FW: Estimate 2285 from Keith Family Flooring

Which project is this for? Can you please also include the Request for Quote with this estimate? It's 2 separate projects, if you can please separate the quotes.

Thank you,

*Stephanie Chaidez*

Contracts Administrator & Credit Card Administrator  
Gila County Finance  
1400 E. Ash  
Globe, AZ 85501  
(928) 402-8897

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**From:** [keithfamilyflooring@gmail.com](mailto:keithfamilyflooring@gmail.com) <[keithfamilyflooring@gmail.com](mailto:keithfamilyflooring@gmail.com)>  
**Sent:** Monday, September 26, 2022 4:10 PM  
**To:** Chaidez, Stephanie <[schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov)>  
**Subject:** Estimate 2285 from Keith Family Flooring

**CAUTION:** Please VERIFY the actual email address matches sender name to avoid phishing attempts. Since this email originated from outside of Gila County, please be careful when deciding to click links or open attachments.



Dear Mary Springer:

Please review the attached estimate- 2285. Feel free to contact us if you have any questions.

We look forward to working with you.

Sincerely,  
Keith Family

9284688811

[qualitymoversaz.com](http://qualitymoversaz.com)

REQUEST FOR QUOTE NO. 09062022  
GILA COUNTY



PLEASANT VALLEY VETERANS RETREAT FLOORING REPLACEMENT –  
ADMINISTRATION BUILDING

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE  
CONSIDERED NON-RESPONSIVE**

**JOB/PROJECT DESCRIPTION**

Project consists of a contractor to provide and install vinyl plank flooring and wood baseboard throughout the Administration building at the Pleasant Valley Veterans Retreat.

There will be a walkthrough at the location in Young on September 15, 2022 at 10:00 am

Location:

Pleasant Valley Veterans Retreat (Gila County)  
154 S Ranger Station Road  
Young, Arizona 85554

**REVISED** Scope of Work and Specifications:

- Provide and install vinyl plank flooring over existing flooring,
  - Product to be Paradigm 20 mil color to be determined
  - Restrooms, IT room, and closets will require transition and existing flooring will remain
  - Patch and float settling crack
- Provide and install 4" Rubber baseboard, color to be determined
- Gila County will provide dumpsters
- Any questions can be directed to Stephanie Chaidez at: [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov)

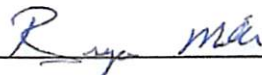
**QUOTE DUE DATE:** Please email or fax quote by, 11:00 A.M. on September 29, 2022 to,  
Stephanie Chaidez, [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov), fax 928-402-4386

**"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"**

Contractor Name: Mountain Home Interiors - Bryan Miller

Contractor Address: 315 W. Main St., Payson, AZ

Contractor Phone #: 928-474-4600 Email Address: bryan@mountaininteriors.net

Contractor Signature: 

**TOTAL COST FOR MATERIAL & INSTALLATION**

LABOR COST \$ 11,671.50 (TAXES INCLUDED)

MATERIAL COST \$ 23,252.72 (TAXES INCLUDED)

PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE.

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Mountain Home Interiors

315 W Main Street  
 Payson AZ 85541



# Estimate

Date	Estimate #
9/28/2022	4316

**Name / Address**

Mark Warden  
 745 N. Rose Mofford Way  
 Globe AZ, 85501

**Ship To**

Veterans Retreat  
 154 S. Ranger Station Rd  
 Young, AZ 85554

**Project**

Item	Description	Qty	Rate	Total
	This estimate is for the admin building, and does not include bathrooms, computer room, and closets.			
Paradigm LB	Triwest, Paradigm Collection w/Pad (20MIL) Long Board, 7.25" x 72" x 20MIL (9 Planks per Carton (3-69 5/16", 3-45 11/16", 3-23 5/8")), 22.16 SF/Ctn	4,254.72	4.61	19,614.26T
Paradigm Endcap	Paradigm Endcap 94" Length	0	39.95	0.00T
Paradigm Reducer	Triwest, Paradigm Reducer, 94" Length	6	39.95	239.70T
Demolition	Demolition of Existing Flooring	0	0.50	0.00
Labor Installation	Labor Installation	4,254	2.00	8,508.00
floor prep	Sub Floor Preparation, Previous to Floor Installation	4,254	0.25	1,063.50
Solid Pine Base	Solid Pine, stain grade base, 2-step, unfinished	1,300	0.00	0.00T
Labor Installation	Labor Installation	1,300	0.00	0.00
cove base 4"	4" cove base,	1,100	0.89	979.00T
Labor Installation	Labor Installation	1,100	1.00	1,100.00
r/r toilet	Remove and Replace Toilet	0	50.00	0.00
Shipping		1	350.00	350.00
Trip Charge	Trip Charge	1	1,000.00	1,000.00T

<b>Subtotal</b>	\$32,854.46
<b>Sales Tax (9.48%)</b>	\$2,069.76
<b>Total</b>	\$34,924.22

REQUEST FOR QUOTE NO. 09062022  
GILA COUNTY



PLEASANT VALLEY VETERANS RETREAT FLOORING REPLACEMENT –  
ADMINISTRATION BUILDING

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- Provide and install vinyl plank flooring over existing flooring,
  - Product to be **Paradigm 20 mil** color to be determined
  - Restrooms, IT room, and closets will require transition and existing flooring will remain
  - Patch and float settling crack
- Provide and install **4" Rubber** baseboard, color to be determined
- **Gila County will provide dumpsters**
- Any questions can be directed to Stephanie Chaidez at: [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov)



**QUOTE DUE DATE:** Please email or fax quote by, 11:00 A.M. on September 29, 2022 to,  
Stephanie Chaidez, [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov), fax 928-402-4386

**"Gila County reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of Gila County"**

Contractor Name:	<u>Dan Good Flooring inc.</u>		
Contractor Address:	<u>810 N. Beeline Hwy. Payson AZ 85541</u>		
Contractor Phone #:	<u>928-472-4597</u>	Email Address:	<u>DanGoodFlooring@gmail.com</u>
Contractor Signature:			
<b>TOTAL COST FOR MATERIAL &amp; INSTALLATION</b>			
LABOR COST	\$ <u>15,711.50</u>	(taxes included)	
MATERIAL COST	\$ <u>27,824.77</u>	(Taxes included)	
Please attach detail quote including materials and installation charge.			

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Dan Good Flooring, Inc.  
 810 N. Beeline Hwy.  
 Payson, AZ 85541  
 928-472-4597 ROC# 225850

Proposal #: FL003485  
 Sale Date: 09/19/2022  
 Install Date:  
 Sales Rep: Curtis, D  
 Sales Rep:

**SOLD TO**

**SHIPPED TO**

Printed 09/21/22 11:36:56

Pleasant Valley Veterans retire Mary Springer  
 154 S Ranger Station Road  
 Administration Building  
 Young AZ 85554  
 928-402-8516

Pleasant Valley Veterans retire Mary Springer  
 154 S Ranger Station Road  
 Young AZ 85554

MATERIALS		QUANTITY	PRICE	TOTAL
(1) Paradime 20 Mil	Need to pick Color	4586.00SqFt	\$4.99	\$22,884.14
(3) Cove base 4"		1329.00Each	\$1.25	\$1,661.25
(5) Shoue Base		140.00LnFt	\$1.50	\$210.00
Comments: trim out cabinets & Bath room vanitys				
(8) T molding		7.00Each	\$55.00	\$385.00
(10) Reducers		5.00Each	\$55.00	\$275.00
<b>Materials Subtotal:</b>				<b>\$25,415.39</b>

LABOR		QUANTITY	PRICE	TOTAL
(2) Luxery Vinyl Plank install ** **		4169.00 SqFt	\$2.50	\$10,422.50
(3) C Covebase install		1329.00 LnFt	\$1.00	\$1,329.00
(4) F Floor prep ** skim coat tile floor **		1.00 Each	\$1,300.00	\$1,300.00
(6) B Soue base ** **		140.00 LnFt	\$1.50	\$210.00
(7) F Floor prep ** Remove craked Tile fill in area with self leveler **		1.00 Each	\$1,300.00	\$1,300.00
(9) D Cut Doors ** **		17.00 Each	\$50.00	\$850.00
(11) S shipping & handling ** **		1.00 Each	\$300.00	\$300.00
<b>Labor SubTotal:</b>				<b>\$15,711.50</b>

Comments: Bath rooms & I.T room # 118 not included in Proposal.

**Subtotal:** \$41,126.89  
**Sales Tax:** \$2,409.38  
**Total:** \$43,536.27  
**Payments:** \$0.00  
**Balance:** \$43,536.27

**QUOTE TABULATION FORM**



**GILA COUNTY**

**BID**

**TITLE:**

PVVR Administration Building Flooring

**BID**

**DUE** 11:00 AM

**NO.:**

09062022

**DATE:**

September 29, 2022

R  
A  
N  
K  
I  
N  
G

	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
	Dan Good Flooring, 810 N Beeline Highway, Payson, AZ 85541 (928) 978-0006, Dan Curtis, dangoodflooring@gmail.com	\$43,536.27	
	Keith Family Flooring, 111 W Bonita St, Payson, AZ 85541, (928) 468-8811	\$68,714.38	submitted a combined quote w/ 09062022. I sent 2 emails requesting separate quotes. Have not received a response.
	Kino Interiors, 401 N Broad St, Globe, AZ 85501, Dale (928) 425-9443 kinointeriors@outlook.com,	Did not submit quote	
	Mountain Home Interiors, 315 W Main St, Payson, AZ 85541 (928) 474-4660, Bryan Miller, bryan@mountaininteriors.net	\$34,924.22	







**SERVICE AGREEMENT NO. 09062022**

**PLEASANT VALLEY VETERANS RETREAT FLOORING REPLACEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Mountain Home Interiors, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide all labor and materials, and to install new flooring per the scope of work, in a good and workmanlike and substantial manner, and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee.

The Contractor shall:

- Provide all personnel, equipment, materials, supplies, services and supervision necessary for the successful and timely completion of new flooring installation, color TBD by Gila County Facility Director or designee;
- Provide all personnel, and supervision necessary for the successful and timely completion of new flooring installation per the scope of work;
- Provide experienced, trained and responsible personnel to perform the required services;
- Perform all work in a safe manner;

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - Certification of No Forced Labor:** The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

**ARTICLE 5 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. Policy shall be endorsed to **include master key coverage.**
- b. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.**"
- c. Policy shall be endorsed to **include coverage for "care-custody-control".**

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability**"

arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

4. **Fidelity Bond or Crime Insurance**

Bond or Policy Limit \$ \_\_\_\_\_

- a. The bond or policy shall be issued with limits of 50% of the contract value or \$50,000 - whichever amount is greater.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy shall **include coverage for third party fidelity.**
- d. The bond or policy shall **include coverage for extended theft and mysterious disappearance.**
- e. The bond or policy **shall not contain a condition requiring an arrest and conviction.**

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to, **Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501**, and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

**All certificates and endorsements are to be received and approved by the County before work commences.** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to, **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501.**

The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 6 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."



**ARTICLE 7- WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose.

Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion.

All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 8- LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 9 - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 10 - RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 11 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure.

The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 12 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect

**ARTICLE 13– NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 14– GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 15– TERM:** The term of the agreement shall commence on the date it is signed by the Chairman and continue in full force and effect until February 28, 2023.

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid pursuant to the attached payment schedule but in no event shall payment exceed \$34,924.22 without prior written approval from the County.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address



- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor. Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the Accounts Payable Department receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, two (2) identical counterparts of **Agreement No. 09062022**, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

MOUNTAIN HOME INTERIORS

\_\_\_\_\_  
Woody Cline, Chairman  
Gila County Board of Supervisors

  
\_\_\_\_\_  
Bryan Miller

ATTEST

\_\_\_\_\_  
James Menlove, Clerk of the Board  
Gila County Board of Supervisors

APPROVED AS TO FORM

\_\_\_\_\_  
The Gila County Attorney's Office

**ARF-7615**

**Regular Agenda Item 2. G.**

**Regular BOS Meeting**

Meeting Date: 10/18/2022

Submitted For: Josh Beck, Director

Submitted By: Kayle Lathrop, Health Equity Manager

Department: Health & Emergency Management Division: Health Services

Fiscal Year: 10/1/2022-9/30/2025 Budgeted?: Yes

Contract Dates 10/1/2022-9/30/2025 Grant?: Yes

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Ratify the submittal of an application with the Department of Justice and approve DOJ Award Number 15PBJA-22-GG-04478-COAP in the amount of \$916,986 for the performance period of October 1, 2022, to September 30, 2025

Background Information

At the end of April, 2022, Gila County was notified of a grant opportunity through the Department of Justice to address opioid and substance abuse. After discussion with Gila County Probation and Gila County Health Administration, approval was given to electronically submit the grant application. Due to the short turn around time to submit the grant application, staff is requesting ratification of the Board of Supervisors' approval. This is an initial award that Gila County has received from the Department of Justice Office of Justice Programs, Bureau of Justice Assistance. Gila County Health & Emergency Management will work in tandem with Gila County Probation on this grant.

Evaluation

Mental health problems, homelessness, and drug-overdose levels are on the rise in Gila County. The death rate due to drug overdoses is approximately 49.9 per 100,000 population, which is the highest rate in the state. Fentanyl and fentanyl-combination overdoses are rising, with the drug's apparent increasing accessibility. Education regarding opioid use is lacking, primarily because the stigma placed on opioid users is still very prevalent in this community. Gila County Health and Emergency Management (GCHEM) seeks to provide more education about Naloxone and the opioid epidemic to Gila County residents and decrease the number of overdoses in the county. With increasing the education levels about the dangers of illicit drug use to the community's youth, the importance of taking the correct dosages and medications to the elderly population, and working with all members of the community to increase Naloxone distribution levels, the number of drug induced deaths will decrease. GCHEM seeks to work in partnership with the Gila County Probation Office, Gila County schools, senior centers, treatment centers, and community stakeholders to increase the awareness of the ongoing opioid epidemic within their own community,

protect the vulnerable populations in Gila County like the elderly and the youths, and work together to change Gila County for the better.

Conclusion

By ratifying the submittal of an application with the Department of Justice and approving DOJ Award Number 15PBJA-22-GG-04478-COAP in the amount of \$916,986 this will allow Gila County Health & Emergency Management to provide opioid prevention education services aimed at the youth of Gila County. Without this funding, we would not have the ability to expand upon our existing opioid programs.

Recommendation

It is the recommendation of the Health & Emergency Management Department Director that the Board of Supervisors ratify the submittal of an application with the Department of Justice and approve DOJ Award Number 15PBJA-22-GG-04478-COAP in the amount of \$916,986 for the performance period of October 1, 2022, to September 30, 2025.

Suggested Motion

Information/Discussion/Action to ratify the submittal of an application with the Department of Justice and approve DOJ Award Number 15PBJA-22-GG-04478-COAP in the amount of \$916,986 for the performance period of October 1, 2022, to September 30, 2025. **(Joshua Beck)**

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Attachments

COSSAP Grant Materials

DOJ-Certificate on behalf of Applicant

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## **Description of the Issue**

Gila County has a predominately rural and remote population of approximately 54,000 people, comprising around 61 percent white, 18 percent American Indian, and 18 percent Hispanic. The county includes the cities and towns of Globe, Hayden, Miami, Payson, Star Valley, and Winkleman as well as the unincorporated communities of Canyon Day, Central Heights-Midland City, Gisela, Peridot, Strawberry, Tonto Basin, and Young. In addition, the Tonto Apache Indian Reservation, as well as a portion of the San Carlos Apache and the White Mountain Apache Indian Reservations, are also located in Gila County (United States Census Bureau, 2019). Within the population of Gila County, approximately 19.7 percent of the population are children and youths under the age of eighteen. The median household income in Gila County is approximately \$43,000. Regarding poverty, 21.1 percent of the population of Gila County are living in poverty (United States Census Bureau, 2021). Payson is located centrally in the “Heart of Arizona,” has a median age of 60 years old, and has many visitor attractions with the majority of their industry being in retail, health and social assistance, and food services (Data USA, 2021b). While Globe has some tourist attractions, the median age in Globe is 44 years old, the majority of the industry is in the public administration, copper mines and healthcare sectors. Both communities are composed of mostly white non-Hispanic individuals, but Globe’s population is almost 40 percent Hispanic while Payson has only about a 4 percent Hispanic population (Data, USA, 2021a&b).

Homelessness is on the rise in Arizona with almost 11,000 people experiencing homelessness as of January 2020 and although most of these people are in the Phoenix area, rural

Gila County is still experiencing an increase in the homeless population (U.S. Interagency Council on Homelessness, January 2020). The homelessness epidemic is compounding with the current opioid epidemic in Gila County, and this is a problem because substance abuse and overdoses disproportionately impact those experiencing homelessness (National Alliance to End Homelessness, April 2016). According to the 2021 Community Health Assessment (CHA) from Gila County, in 2017, residents of Gila County experienced 4.5 poor mental health days a month whereas in Arizona, the rate was 4.0 poor mental health days a month (p 65). Poor mental health also exacerbates the opioid epidemic in Gila County, one quarter of adults who have mental health problems also experience a substance use problem and substance use occurs frequently with mental health problems like depression, anxiety disorders, Schizophrenia, and personality disorders (MentalHealth.gov, 2022). From GCHEM's 2021 Community Health Assessment, residents of Gila County are facing more mental health issues than the average Arizonian and receiving mental health care is not a simple task. Most of Gila County's residents cannot afford to receive this care and the county has very few options. These issues make going to the Phoenix area necessary for availability and cost concerns which is at least one hour to one and a half hours of travel and is not achievable for many Gila County residents.

From the 2021 Gila County CHA, the ADHS reported opioid use was 497.1 per 100,000 compared to the state of Arizona opioid use was 279.3 per 100,000. The amphetamine use rate in Gila County in 2017 was reported as 525.5 per 100,000 compared to the state of Arizona at 303.9 per 100,000. From the Gila County 2021 Medical Examiner Report, drug-related deaths account for 41 percent of the accidental death caseload (Pima County Office of the Medical Examiner, 2021). The substances that were most reported in the documented toxicological analysis were

Methamphetamines, Fentanyl, Oxycodone, and Methadone and 93 percent of the drug-related fatalities were ruled accidental. White non-Hispanic males ages 31-40 were reported as the largest group of the acute drug deaths in 2021 in Gila County. From 2020 to 2021, the drug deaths increased from 12 deaths in 2020 to 31 deaths in 2021 which is a 158% increase in one year. Gila County currently has an opioid use rate of 497.1 per 100,000 population. This is significantly higher than the average rate of use in Arizona (279.3 per 100,000). The death rate due to drug overdoses is approximately 49.9 per 100,000 population, which is the highest rate in the state. Fentanyl and fentanyl-combination overdoses are rising, with the drug's apparent increasing accessibility. Education regarding opioid use is lacking, primarily because the stigma placed on opioid users is still very prevalent in this community. Compared to the number of people in need of treatment, not only for substance use disorders, but for contributing factors such as mental health disorders, treatment options are few in Gila County. Substance Abuse and Mental Health Services Administration (2021) lists four providers of mental health services. With a population of 54,000, this is causing a great disparity in the need for these services and the lack of ability to receive these kinds of services (U.S Census Bureau 2021).

The services Gila County Health and Emergency Management provides to the community of Gila County include establishment and ongoing support of an overdose fatality review committee. GCHEM currently meets with our Overdose Fatality Review Board quarterly and currently has approximately 60 members. Our other activities include implementation of a comprehensive strategic plan to prevent opioid overdose or establish a coordinated rapid response to spikes in overdoses in which we target Naloxone distribution services such as training/awareness, tracking, resources mapping and evaluation in which we distribute Naloxone

at 10 distribution sites by working within our community at events and through established community stakeholder relationships to increase the amount of Naloxone in the Gila County community. Gila County Health and Emergency Management is also working to establish protocols and policies in emergency departments to guide referrals and linkages to care for persons who have experienced overdose, create efforts to increase awareness of Gila County services providers and current evidence-based treatment space, and coordinate outreach and corollary services in school settings.

The current funding for these Overdose Fatality programs comes from the Overdose Data to Action (OD2A) -FY22 (September 1, 2021-August 31, 2022) for \$147,350 that helps us review the overdose deaths that occur in Gila County for the OFRB, expand upon our naloxone distribution services, and work with schools from this funding we are unable to purchase Naloxone and syringes, HIV/STD/ STI testing, drug disposal, substance use disorder treatments, and prevention of ACEs as a standalone activity.. GCHEM also received funding from the Arizona State Opioid Response (SOR) - FY 22 (September 30, 2021 - September 29, 2022) for \$25,000 which allows distribution of naloxone kits, work with community partners focusing on opioid and opioids related activities, review drug overdoses that occurred in Gila County, and outreach to increase public knowledge and awareness around substance use, but this funding does not allow treatment or detox services. Although these funding sources have helped GCHEM start the increasing the levels Naloxone distribution in Gila County, it has not been enough to make a huge impact on drug-induced deaths so more needs to be done in the education sector for youth and adults about the dangers of illicit drug use and the positive impacts of carrying Naloxone.

## **Program Design and Implementation**

The proposed project will address education and prevention programs, evidence-based substance use disorder treatments related to opioids, stimulants, and other illicit drugs, drug take back programs, and field-initiated projects that bring together justice, behavioral health, and public health practitioners by expanding upon the relationship between Gila County Health and Emergency Management, Gila County Probation Office, homeless shelters in Gila County, and Gila County schools. To address education and prevention programs, Gila County Health and Emergency Management will be partnering with the Gila County Probation Office. Additionally, GCHEM already has strong relationships with Gila County schools in which our team already provides education on teen pregnancy prevention, tobacco use prevention, and illicit drug use prevention. Utilizing the proposed space in Southern Gila County as well as the Payson Teen Center, GCHEM will be able to work together with our partners to provide education to the youth of Gila County at our future Southern Gila County Teen Center as well as classes in Gila County schools for grades kindergarten through twelfth grade. Furthering and expanding upon GCHEM's relationships with the county's homeless shelters like the Cobre Valley Homeless Coalition and the Payson Homeless Initiative will help us reach a vulnerable population that is disproportionately affected by opioids and overdose. Working with these establishments on expanding our current naloxone distribution and naloxone education levels will be an instrumental part of decreasing the high number of overdoses in Gila County. Another activity from the proposed list that Gila County Health and Emergency Management can utilize to promote naloxone distribution and education is overdose mapping and relaying this information



to our Overdose Fatality Review Board which contains key community stakeholders. Overdose mapping will provide not only Gila County Health and Emergency Management with important information on where more services need to be provided, but to businesses, law enforcement, and citizens about where and how the whole community needs to work together to fight this opioid epidemic. Although GCHEM cannot provide the community with more substance abuse and mental health providers, GCHEM can work with these few and important establishments to further the naloxone education and distribution levels. Although most drug-induced deaths in Gila County are in middle-aged males, Gila County youth are a huge focus for GCHEM because primary prevention is the key to making a difference. GCHEM can target the youth in Gila County and utilize primary prevention methods by purchasing and delivering the Too Good for Drugs and Violence high school and middle school curriculums in Gila County schools. These curriculums are evidence-based and seek to target increased “social and emotional skills, personal efficacy, exposure to school, community, and cultural norms that reject substance use or antisocial behaviors, increased knowledge and perception of harm of the negative effects of substance use, and positive school connectedness” in an age appropriate way (Too Good, 2019). With this curriculum, Gila County Health and Emergency Management will increase students’ sense of community within their schools, increase their emotional capabilities to handle issues that they will face in their lives, and decrease drug addiction that has been contributed to by poor mental well-being. Drug abuse is a huge problem facing Gila County youth which is exacerbated by the health disparity in poor mental well-being in the community. Too Good for Drugs and Violence teaches emotional competency skills, social and resistance skills, goal setting and decision-making skills, perceptions of harmful effects of drugs, respect for self and others, conflict resolution, anger management, healthy teen dating, and social media awareness (Too

Good, 2019). This evidence-based curriculum will be delivered in the Teen Centers as well as schools in Gila County because the teen center will be an integral piece of furthering the impact that our program has upon Gila County youth, the current Teen Center in northern Gila County ran by Gila County Probation and the southern Teen Center ran by GCHEM staff will both have our program activities taking place when schools are unable to accommodate us. The elderly population in Gila County is also a target population that needs more education levels on the dangers of prescription drug use and preventing overdose by mixing medications or accidentally taking too many. Providing this population with incentives and education in senior centers and homes will help protect a vulnerable population in Gila County and decrease the risk of overdose in this community.

Some potential barriers that could possibly hinder the progress of the proposed program include lack of involvement from stakeholders, community members, and key community providers and lack of interest from these groups. Some ways that this can be combated is working with stakeholders and establishments that GCHEM already has strong ties with. Some examples of this include the Gila County Arizona Youth Partnership, Gila County Probation Office, Gila County senior centers, the Gila County Board of Supervisors, Gila County school administrators, the Mayor of Miami, and so on. Utilizing these key partnerships will make a difference in our community and garnering their further support in GCHEM programs is key to making a difference in overdoses in Gila County.

## **Capabilities and Competencies**

The management structure and staffing for the proposed program activities includes Health Equity and Prevention Manager, the Prevention Coordinator, a Health Policy Analyst, and two future Community Health Specialists. The project coordinators will be the Health Equity and Prevention Manager and the Prevention Coordinator who will oversee activities and delegate to the Health Policy Analyst and the Community Health Specialists. Regarding the amount of time dedicated to the proposed program, the Health Equity and Prevention Manager will dedicate 35 percent, the Prevention Coordinator will dedicate 50 percent, the Health Policy Analyst 35 percent FTE, and the Community Health Specialists will dedicate 100 percent. The program coordinators will be responsible for the reporting and delegation of activities. The Community Health Specialists will be responsible for the day to day activities for the proposed program including delivering the curriculum in Gila County schools and teen centers as well as most of the outreach and education about Naloxone services. Effective communication and coordination are an essential part of the management of GCHEM's normal day to day activities and this will be carried out throughout the proposed programs activities. Gila County Health and Emergency Management is capable of successfully working on a multitude of grants and achieving their goals whilst working together.

A partner agency that we have in the past partnered with and will partner with on this program is the Gila County Probation Office. We have a strong relationship with Chief Probation Officer, Steven Lessard, and work with him in multiple capacities with our Tobacco Free Environments by putting a tobacco cessation program into their intake and exit survey for the probationers and GCHEM also works closely with Chief Lessard with our Overdose Fatality Review Board in which he is the chair and supports and attends all of our related events.

Utilizing our relationship with Chief Lessard and the Probation Office is integral to working with at risk populations within Gila County.

**Plan for Collecting the Data Required for this Solicitation's Performance Measures (p 18)**

Gila County Health and Emergency Management's plan for collecting data on performance measures is to continue with our current data collection methods. We track our data on our Naloxone distribution with data collection on has the recipient received Naloxone before, is the recipient a drug user, do they know someone who uses drugs, and are they part of emergency services like law enforcement, EMS, and so on, but it is not mandatory to answer these questions to receive Naloxone from GCHEM. Regarding the education courses, taking demographic information and overall attendance numbers will be a sufficient measure of the performance of the proposed program.

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September 28, 2022

Dear MARY SPRINGER,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by GILA, COUNTY OF for an award under the funding opportunity entitled 2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program. The approved award amount is \$916,986.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg  
Deputy Assistant Attorney General

## **Office for Civil Rights Notice for All Recipients**

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at [askOCR@ojp.usdoj.gov](mailto:askOCR@ojp.usdoj.gov).

## **Memorandum Regarding NEPA**

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

Awards under the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) will be used to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:



1. New construction.
2. Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
3. A renovation that will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

### **Award Information**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

### **Recipient Information**

**Recipient Name**

GILA, COUNTY OF

**UEI**

C8EKKJK67XB1

**Street 1**

1400 E ASH ST

**Street 2**

FINANCE DEPARTMENT

**City**

GLOBE

**State/U.S. Territory**

Arizona

**Zip/Postal Code**

85501

**Country**

United States

**County/Parish****Province****Award Details****Federal Award Date**

9/28/22

**Award Type**

Initial

**Award Number**

15PBJA-22-GG-04478-COAP

**Supplement Number**

00

**Federal Award Amount**

\$916,986.00

**Funding Instrument Type**

Grant

<b>Assistance Listing Number</b>	<b>Assistance Listings Program Title</b>
16.838	Comprehensive Opioid, Stimulant, and Substance Abuse Program

<b>Statutory Authority</b>
----------------------------

34 U.S.C. 10701. Any awards under this solicitation would be made under statutory authority provided by the Department of Justice Appropriations Act, 2022 (Pub. L. No. 117-103, 136 Stat. 49, 127).

*I have read and understand the information presented in this section of the Federal Award Instrument.*

**Project Information**

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

**Solicitation Title**

2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program

**Application Number**

GRANT13655516

**Awarding Agency**

OJP

**Program Office**

BJA

**Grant Manager Name**

Jocelyn Linde

**Phone Number**

[202-598-1045](tel:202-598-1045)

**E-mail Address**

Jocelyn.Linde@usdoj.gov

**Project Title**

Gila County Opioid Impact Reduction

**Performance Period Start Date**

10/01/2022

**Performance Period End Date**

09/30/2025

**Budget Period Start Date**

10/01/2022

**Budget Period End Date**

09/30/2025

**Project Description**

**Gila County is a small and rural county in Arizona with about 54,000 people. Mental health problems, homelessness, and drug-overdose levels are on the rise in Gila County. The death rate due to drug overdoses is approximately 49.9 per 100,000 population, which is the highest rate in the state. Fentanyl and fentanyl-combination overdoses are rising, with the drug's apparent**

increasing accessibility. Education regarding opioid use is lacking, primarily because the stigma placed on opioid users is still very prevalent in this community. Gila County Health and Emergency Management (GCHEM) seeks to provide more education about Naloxone and the opioid epidemic to Gila County residents and decrease the number of overdoses in the county. With increasing the education levels about the dangers of illicit drug use to the community's youth, the importance of taking the correct dosages and medications to the elderly population, and working with all members of the community to increase Naloxone distribution levels, the number of drug induced deaths will decrease. GCHEM seeks to work in partnership with the Gila County Probation Office, Gila County schools, senior centers, treatment centers, and community stakeholders to increase the awareness of the ongoing opioid epidemic within their own community, protect the vulnerable populations in Gila County like the elderly and the youths, and work together to change Gila County for the better.

*I have read and understand the information presented in this section of the Federal Award Instrument.*

### **Financial Information**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

The recipient budget is currently under review.

*I have read and understand the information presented in this section of the Federal Award Instrument.*

### **Award Conditions**

**This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.**

**1**

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## **2**

### Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

## **3**

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) - (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

## **4**

### OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

## **5**

### Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

## 6

### Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

## 7

### Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqtts.htm](http://ojp.gov/funding/Explore/LegalNotices-AwardReqtts.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

## **8**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

## **9**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

## **10**

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."



## **11**

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

## **12**

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

## **13**

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

## **14**

### Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

## **15**

### Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

## **16**

### Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

## **17**

### Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

## **18**

### Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

## **19**

### Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

## **20**

### Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

## 2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

## 3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

## 4. Rules of construction

### A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

### B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

## **21**

### Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

#### 1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

## **22**

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

## **23**

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable

requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

## **24**

### Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

## **25**

### Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract,

subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

## **26**

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

## **27**

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.



## **28**

### Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

## **29**

### Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

## **30**

### FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

### **31**

#### Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

### **32**

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No.

<AWARD\_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

### **33**

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

### **34**

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department

of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at [www.lep.gov](http://www.lep.gov).

### **35**

#### Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

### **36**

#### Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

### **37**

#### Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

### **38**

#### Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus

bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

### **39**

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

### **40**

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

### **41**

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

## **42**

Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

## **43**

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

## **44**

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where

applicable, as described at: [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition). The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

#### **45**

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

#### **46**

The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

#### **47**

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

#### **48**

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web

site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

## 49

### Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

## 50

Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval.

[Load More](#)

*I have read and understand the information presented in this section of the Federal Award Instrument.*

## Award Acceptance

### Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

### **Agency Approval**

Title of Approving Official

Deputy Assistant Attorney General

Name of Approving Official

Maureen Henneberg

Signed Date And Time

9/26/22 6:42 PM

### **Authorized Representative**

#### **Entity Acceptance**

Title of Authorized Entity Official

Finance Director

Signed Date And Time

#### **Award Conditions**

#### **Award Details**

#### **Award Attachments**

#### **Performance Management**

#### **Funding Balance and Availability**

#### **Federal Financial Report (FFR)**

#### **Grant Award Modification (GAM)**

[View Application](#)

#### **Case details**



Last updated by

Pega Email Bot

4d ago

Created by

Agent(System-Queue-ServiceLevel.ProcessEvent)

4d ago

**DOJ Grant Manager**

[Jocelyn Linde](#)

**Phone**

[202-598-1045](tel:202-598-1045)

**Email**

[jocelyn.linde@usdoj.gov](mailto:jocelyn.linde@usdoj.gov)

**Participants**

(4)

MS

MARY SPRINGER

OrganizationAdministrator

JL

Jocelyn Linde

GrantManager

MS

MARY SPRINGER

AuthorizeRep

KL

Kayle Lathrop

ApplicationSubmitter

Budget Summary

<b>Budget Summary</b>											
<i>Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.</i>											
Budget Category	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		Total(s)
	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	
A. Personnel	\$88,474	\$0	\$120,008	\$0	\$120,008	\$0	\$0	\$0	\$0	\$0	\$328,490
B. Fringe Benefits	\$35,391	\$0	\$48,005	\$0	\$48,005	\$0	\$0	\$0	\$0	\$0	\$131,401
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$22,207	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,207
E. Supplies	\$38,700	\$0	\$36,600	\$0	\$36,600	\$0	\$0	\$0	\$0	\$0	\$111,900
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$85,000	\$0	\$73,000	\$0	\$73,000	\$0	\$0	\$0	\$0	\$0	\$231,000
<b>Total Direct Costs</b>	<b>\$269,772</b>	<b>\$0</b>	<b>\$277,613</b>	<b>\$0</b>	<b>\$277,613</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$824,998</b>
J. Indirect Costs	\$30,000	\$0	\$31,000	\$0	\$31,000	\$0	\$0	\$0	\$0	\$0	\$92,000
<b>Total Project Costs</b>	<b>\$299,772</b>	<b>\$0</b>	<b>\$308,613</b>	<b>\$0</b>	<b>\$308,613</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$916,998</b>
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N											No



**Background**

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.
- (7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.
- (8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: **Gila County**  
 Street1: **1400 E Ash Street**  
 Street2:   
 City: **Globe**  
 State: **AZ**  
 Zip Code: **85501**

2. Authorized Representative's Name and Title:

Prefix: First Name: **Mary** Middle Name: **Jane**  
 Last Name: **Springer** Suffix:   
 Title: **Finance Director**

3. Phone: **928-402-8516** 4. Fax: **928-425-7056**

5. Email: **mspringer@gilacountyaz.gov**

6. Year Established: <b>1881</b>	7. Employer Identification Number (EIN): <b>86-6000444</b>	8. Unique Entity Identifier (UEI) Number: <b>C8EKKJK67XB</b>
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9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)?  Yes  No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).



**AUDIT INFORMATION**

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?

Yes  No

9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)?

Yes  No

If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply):

"Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200

Financial Statement Audit

Defense Contract Agency Audit (DCAA)

Other Audit & Agency (list type of audit):

[Redacted]

None (if none, skip to question 13)

11. Most Recent Audit Report Issued:  Within the last 12 months  Within the last 2 years  Over 2 years ago  N/A

Name of Audit Agency/Firm: **Arizona Auditor General**

**AUDITOR'S OPINION**

12. On the most recent audit, what was the auditor's opinion?

Unqualified Opinion  Qualified Opinion  Disclaimer, Going Concern or Adverse Opinions  N/A: No audits as described above

Enter the number of findings (if none, enter "0"): **7**

Enter the dollar amount of questioned costs (if none, enter "\$0"): [Redacted]

Were material weaknesses noted in the report or opinion?  Yes  No

13. Which of the following best describes the applicant entity's accounting system:

Manual  Automated  Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?

Yes  No  Not Sure

15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

Yes  No  Not Sure

16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?

Yes  No  Not Sure



17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure

**PROPERTY STANDARDS AND PROCUREMENT STANDARDS**

20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system ( <a href="http://www.sam.gov">www.sam.gov</a> ) for suspended or debarred sub-grantees and contractors, prior to award?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure

**TRAVEL POLICY**

24. Does the applicant entity:
- (a) maintain a standard travel policy?  Yes  No
- (b) adhere to the Federal Travel Regulation (FTR)?  Yes  No

**SUBRECIPIENT MANAGEMENT AND MONITORING**

25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure  <input type="checkbox"/> N/A - Applicant does not make subawards under any OJP awards
--	--



26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?

- Yes  No  Not Sure  
 N/A - Applicant does not make subawards under any OJP awards

27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?

- Yes  No  Not Sure  
 N/A - Applicant does not make subawards under any OJP awards

**DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES**

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (High risk includes any status under which a federal awarding agency provides additional oversight due to the applicant's past performance, or other programmatic or financial concerns with the applicant.)

- Yes  No  Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

[Redacted]

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

[Redacted]

(c) Contact information for the "high risk" point of contact at the federal agency:

Name: [Redacted]

Phone: [Redacted]

Email: [Redacted]

(d) Reason for "high risk" status, as set out by the federal agency:

[Redacted]

**CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY**

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: **Mary Jane Spring** [Redacted]

Date: **6/17/2022** [Redacted]

Title:  Executive Director  Chief Financial Officer  Chairman

Other: [Redacted]

Phone: **928-402-8516** [Redacted]

**ARF-7540**

**Regular Agenda Item 2. H.**

**Regular BOS Meeting**

Meeting Date: 10/18/2022

Submitted For: Malissa Buzan

Submitted By: Lisa Wilckens, Fiscal Services Manager

Department: Community Services      Division: Administration

Fiscal Year: 2022-2023      Budgeted?: No

Contract Dates August 1, 2022      Grant?: Yes

Begin & End: through June 30, 2023

Matching No      Fund?: New

Requirement?:

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Information

Request/Subject

Approval of Memorandum of Understanding (MOU) between Gila County and Arizona Community Action Association (ACAA) d/b/a Wildfire to collaborative partnership for Dental Health in Gila County. The MOU will be in force from August 1, 2022, to June 30, 2023, in the amount of \$128,400.

Background Information

Gila County Community Services needs assessment for fiscal 2022/2023, and the number one request from the community was dental services.

Wildfire would like to create a collaborative partnership with the Gila County Health Department and the public libraries to address the social determinants of dental health, impacting the health of families in Gila County. The MOU will create and communicate a referral pathway between the Gila County Health Department, public libraries, and the Gila County Community Services Department to prioritize families and children with dental-related impacts.

Evaluation

If the MOU with ACAA d/b/a Wildfire is approved, the Gila County Community Services Department, public libraries, and Gila County Health Department will collaborate to bring dental resources to the families and children of Gila County. The MOU will be in place for the period of August 1, 2022, to June 30, 2023, in the amount of \$128,400.

### Conclusion

By the Board of Supervisors approving the MOU with ACAA d/b/a Wildfire, the Gila County Community Services Department, public libraries, and Gila County Health Department will create a collaborative partnership to provide dental resources to the families and children of Gila County.

### Recommendation

The Gila County Community Services Department Director recommends that the Board of Supervisors approve the MOU with ACAA d/b/a Wildfire, which would allow the Gila County Community Services Department, public libraries, and Gila County Health Department, to collaborate on a partnership for dental resources in Gila County for the period of August 1, 2022, to June 30, 2032, in the amount of \$128,400.

### Suggested Motion

Information/Discussion/Action to approve a Memorandum of Understanding between the Arizona Community Action Association d/b/a Wildfire and the Gila County Community Services Department, public libraries, and Gila County Health Division to allow collaboration on a partnership for dental resources for the families and children of Gila County for the period of August 1, 2022, to June 30, 2023, in the amount of \$128,400. **(Malissa Buzan)**

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### Attachments

MOU between Gila County and Wildfire

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# Memorandum of Understanding (MOU)

between

**Gila County**

and

**Arizona Community Action Association (dba "Wildfire")**

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THIS IS AN AGREEMENT is made and entered into this 22<sup>nd</sup> day of August, 2022, by and between GILA COUNTY, ARIZONA an Arizona County ("Gila County"), and ARIZONA COMMUNITY ACTION ASSOCIATION (WILDFIRE) an Arizona corporation.

The parties of this MOU is as follows:

## **I. Recitals**

I.1 The contractor will provide the following services, in support of Wildfire-ADHS Contract No. CTR056161:

- A. Create a collaborative partnership with Gila County Health Department and Public Libraries to address the Social Determinants of Dental Health, impacting the health of families in Gila County.
- B. Through the Gila County Health Department and the Gila County Community Services, and Arizona Department of Health Services, to prioritize and address the service needs in a holistic manner.
- C. Create communication and referral pathways between Gila County Health Department, Public Libraries and Gila County Community Services Department which maximizes and leverages available resources within Gila County. Prioritize families and children with dental related impacts.
- D. Utilize grant dollars for needed services to households which cannot be met by existing Health Department and/or Community Service resources due to eligibility or funding issues.

## **II. WILDFIRE RESPONSIBILITY**

II.1 WILDFIRE agrees to pay the contractor a total amount of \$128,400 to cover allowable expenses through the time period specified above in this MOU, with the understanding that funds will be used as follows:

A. 10% Administrative cost

B. Program Staffing and employee related costs

II.2 Wildfire shall provide 50% of the total amount of funding, or \$64,200, in advance "start-up" funds within thirty (30) days of the date when both parties have signed this MOU.

II.3 Wildfire shall provide the remaining balance of funds within ten (10) days of receipt of a satisfactory expense report of the advance funding has been submitted by the contractor.

## **III. TERM AND RISK ACKNOWLEDGEMENT**

The acknowledgment that there is a possibility of changed in state policy and-or funding in the future and that each assumes said risk knowingly, understanding that funding level may change during the two (2) fiscal year term of this MOU. Further understanding that this MOU is valid for two (2) fiscal years.

## **IV. RESPONSIBILITY AND LIMITS OF LIABILITY**

Each party of this MOU shall be responsible for its own Liability and agrees to indemnify and hold harmless the other party and its employees from and against any and all liabilities, claims, demands, damages and costs whatsoever, without limitations, including reasonable attorney's fees arising from any act or failure to act, of any kind whatsoever, occurring in the performance of this MOU.

## **V. EXCLUSIVE AGREEMENT**

This shall be an exclusive agreement. The contractor shall act as an exclusive contractor for the Agency.

## **VI. DEFINED RELATIONSHIP**

This MOU provides for the basis to begin the business relationship between the contractor and Wildfire. This MOU is intended to be a tool that may be negotiated, modified, or amended by mutual agreement. Either party shall make no other agreements that would in any way contradict, conflict, or otherwise place either signor in a position of harm or liability.

## **VII. PAYMENT OF FEES**

The parties shall be responsible for payment of any fees charged by Gila County Health Department for work performed on behalf of the term of this MOU.

**VIII. TERMINATION OF MEMORANDUM OF UNDERSTANDING**

This MOU may be terminated by either party by giving written notice at least 30 days prior to the effective date of such termination.

- A. A.R.S. § 38-511 (F) "Notice is hereby given that this agreement is subject to cancellation for conflict of interest under A.R.S. § 38-511. In addition, this agreement may be cancelled or terminated without cause by either party giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
- B. A.R.S. § 41-4401 requires: Each party hereby warrants its compliance with all federal immigration laws and regulations that relate its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contact, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contact subject to penalties up to and including termination of this contract. Each party retains the legal right to inspect the papers of the other party and its subcontractors who work on the contact to ensure that the other or subcontractors are complying with this warranty.

**IX. NOTICES**

<p><b>Name</b> Tim Humphrey</p> <p><b>Agency</b> Gila County</p> <p><b>Address</b> 1400 East Ash Street Globe, Arizona 85501</p>	<p><b>Name</b> Malissa Buzan</p> <p><b>Agency</b> Gila County</p> <p><b>Address</b> 5515 South Apache Ave. Suite 800 Globe, Arizona 85501</p>
<p><b>Name</b> Michael O'Driscoll</p> <p><b>Agency</b> Gila County</p> <p><b>Address</b> 5515 South Apache Ave. Suite 700 Globe, Arizona 85501</p>	<p><b>Name</b> Cynthia Zwick</p> <p><b>Agency</b> Arizona Community Action Association – Wildfire</p> <p><b>Address</b> 340 East Palm Lane, Suite 315 Phoenix, Arizona 85004</p>

**X. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be effective upon the signature of Gila County, Gila County Community Services, Gila County Health Department and Arizona Community Action Association-Wildfire authorized officials. It shall be in force from August 1, 2022 through June 30, 2023. Gila County, Gila County Community Services, Gila County Health Department and Arizona Community Action Association-Wildfire indicate agreement with this MOU by their signatures.

The parties to the MOU hereby agree to any and all provisions as stipulate.

GILA COUNTY

GILA COUNTY COMMUNITY SERVICES

Tim Humphrey

Malissa Buzan

\_\_\_\_\_  
(Authorizing Agent)

\_\_\_\_\_  
(Authorizing Agent)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

GILA COUNTY HEALTH DEPARTMENT

ARIZONA COMMUNITY ACTION  
ASSOCIATION-WILDFIRE

Michael O'Driscoll

Cynthia Zwick, Executive Director

\_\_\_\_\_  
(Authorizing Agent)

\_\_\_\_\_  
(Authorizing Agent)

\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

August 22, 2022

## Certification of No Forced Labor:

The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Date: September 29, 2022

Vendor ACAA dba Wildfire

*Cynthia Zwick*  
Signature of Authorized Representative

Cynthia Zwick  
Printed Name

Executive Director  
Title

**ARF-7612**

**Regular Agenda Item 2. I.**

**Regular BOS Meeting**

Meeting Date: 10/18/2022

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

Fiscal Year: 2023-2024 Budgeted?: Yes

Contract Dates October 18, 2022 - Grant?: No

Begin & End: October 18, 2023

Matching Yes Fund?: New

Requirement?:

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Information

Request/Subject

Adopt Resolution No. 22-10-06 to enter into an Intergovernmental Agreement No. 22-0008732-I-ADOT Contract No. P0012022001452 with the State of Arizona/Arizona Department of Transportation for a Highway Safety Improvement Project (HSIP) on the Houston Mesa Road.

Background Information

In 2019 Gila County submitted a HSIP application to ADOT for Houston Mesa Road Safety Improvements. Gila County was notified later that year that the application had been approved for funding in FY23/24.

Evaluation

Prior to any design and construction, Gila County needs to enter into IGA 22-0008732-I-ADOT Contract No. P0012022001452 with the State of Arizona/Arizona Department of Transportation for the design and construction.

Conclusion

The HSIP project includes paving of five-foot shoulders and installing centerline and edge line shoulder rumble strips on Houston Mesa Road from AZ State Route (SR) 260 east to 0.4 miles south of National Forest 198 (Nf-198) (for approximately 4.5 miles total).

Recommendation

The Public Works Staff recommends adopting Resolution No. 22-10-06 to enter into an IGA 22-0008732-I-ADOT Contract No. P0012022001452 with the State of Arizona/Arizona Department of Transportation for a Highway Safety Improvement Project (HSIP) on the Houston Mesa Road.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 22-10-06 to enter into an Intergovernmental Agreement No. 22-0008732-I-ADOT Contract No. P0012022001452 with the State of Arizona/Arizona Department of Transportation for a Highway Safety Improvement Project (HSIP) on the Houston Mesa Road. **(Steve Sanders)**

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Attachments

Resolution No. 22-10-06

IGA HSIP-GGI-0(219)T

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**RESOLUTION NO. 22-10-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (AG CONTRACT NO. P0012022001452) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE DESIGN AND CONSTRUCTION OF SAFETY IMPROVEMENTS ON THE HOUSTON MESA ROAD**

**WHEREAS**, the Gila County Board of Supervisors is desirous of undertaking the design and construction of safety improvements on the Houston Mesa Road in northern Gila County; and

**WHEREAS**, the Intergovernmental Agreement requires a resolution of Gila County to authorize the execution of the agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Gila County Board of Supervisors authorizes the execution of an Intergovernmental Agreement (AG Contract No. P0012022001452) between Gila County and the State of Arizona, Department of Transportation, for the design and construction of safety improvements on the Houston Mesa Road.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of October 2022, at Globe, Gila County, Arizona.

Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
James Menlove, Clerk of the Board

\_\_\_\_\_  
Woody Cline, Chairman

Approved as to form:

\_\_\_\_\_  
The Gila County Attorney's Office



ADOT CAR No.: IGA 22-0008732-I  
AG Contract No.: P0012022001452  
Project Location/Name: Houston Mesa  
Road  
Type of Work: Safety Improvements  
Federal-aid No.: HSIP-GGI-0(219)T  
ADOT Project No.: T0391 01D/03D/01C  
TIP/STIP No.: GIL 23-02D, GIL 24-01C  
CFDA No.: 20.205 - Highway Planning and  
Construction  
Budget Source Item No.: NA

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
GILA COUNTY

**THIS AGREEMENT** ("Agreement") is entered into this date \_\_\_\_\_, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are each individually referred to as a "Party" and are collectively referred to as the "Parties."

### **I. RECITALS**

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by A.R.S. § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
3. The work proposed under this Agreement consists of paving five foot shoulders and installing centerline and edgeline shoulder rumble strips on Houston Mesa Road from AZ State Route (SR) 260 east to 0.4 miles south of National Forest 198 (Nf-198) (for approximately 4.5 miles total), (the "Project"). The Project cost, shown in Exhibit A, is estimated at \$4,420,867.00, which includes federal aid and the County's match. The State will administer the design, and the State will advertise, bid and award, and administer the construction of the Project.
4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the County and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the County for the

Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

**THEREFORE**, the Recitals set forth above and Exhibit A, attached hereto and made part hereof, are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

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## **II. SCOPE OF WORK**

1. The Parties agree:
  - a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.
  - b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the County is responsible for and agrees to pay, the difference prior to bid advertisement.
  - c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the County is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project and returned to the State. The County acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
  - d. The County and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.
2. The State will:
  - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the County's designated agent for the Project.
  - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the County for the County's share of the initial Project Development Administration (PDA) costs, estimated at \$1,710.00 and the County's share of the Project design costs, estimated at \$9,063.00. If PDA costs exceed the estimate during the development of design, notify the County, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the County for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the County for Project costs exceeding design. After the Project costs are finalized invoice or reimburse the County for the difference between actual costs and the amount the County has paid for PDA and design.

- c. After receipt of the PDA costs and the County's estimated share of the Project design costs, on behalf of the County, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the County, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.
- d. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the County will be responsible for any overage.
- e. After completion of design and prior to bid advertisement, invoice the County for the actual PDA costs, as applicable, and the County's share of the Project construction costs, estimated at \$241,216.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
- f. After receipt of the actual PDA costs, if applicable, and the County's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the County will be responsible for any overage.
- g. After receipt of FHWA authorization, proceed to advertise for, receive and open bids award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain County concurrence and invoice the County for the difference between the construction cost estimate and the bid amount prior to awarding the contract.
- h. Notify the County of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the County, and provide a copy to the County indicating that the State's maintenance responsibility of the Project is terminated, as applicable.
- i. Notify the County of completion and final acceptance of the Project; coordinate with the County and turn over full responsibility of the Project improvements.
- j. Not be obligated to maintain the Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The County will:
  - a. Designate the State as the County's authorized agent for the Project.
  - b. Within 30 days of receipt of an invoice from the State, pay the County's share of the initial PDA costs, estimated at \$1,710.00 and the County's share of Project design costs, estimated at \$9,063.00. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.
  - c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
  - d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the County's share of the Project construction costs, estimated at \$241,216.00, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.
  - e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the County is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
  - f. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the County, if applicable.
  - g. As applicable, certify that the County has adequate resources to discharge the County's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that they will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual. (23 CFR 710.201)

- h. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.
- i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter County rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said County rights of way. This temporary right will expire with completion of the Project.
- j. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve an easement within the final right of way to re-establish the prior right location for those utilities with prior rights.
- k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any County requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the County. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- l. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file an NOT with ADEQ when final stabilization is reached, as applicable.
- m. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

### **III. MISCELLANEOUS PROVISIONS**

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the County terminates this Agreement, the County shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the County terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. Indemnification. The County shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the County, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The County's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the County which may be legally imputed to the State by virtue of the State's ownership or possession of land. The County's obligations under this paragraph shall survive the termination of this Agreement.
6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the County shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the County.
7. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The County acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the County agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. Title VI. The County acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
12. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
13. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
14. Inspection and Audit. The County shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the County, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. Anti-Israel Boycott Act. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.
20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
Joint Project Agreement Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

Gila County  
Attn: Steve Sanders  
1400 East Ash Street  
Globe, AZ 85501  
928.402.8530  
[ssanders@gilacountyaz.gov](mailto:ssanders@gilacountyaz.gov)

**For Project Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

Gila County  
Attn: Steve Sanders  
1400 East Ash Street  
Globe, AZ 85501  
928.402.8530  
[ssanders@gilacountyaz.gov](mailto:ssanders@gilacountyaz.gov)

**For Financial Administration:**

Arizona Department of Transportation  
Project Management Group  
205 S. 17<sup>th</sup> Avenue, Mail Drop 614E  
Phoenix, AZ 85007  
[PMG@azdot.gov](mailto:PMG@azdot.gov)

Gila County  
Attn: Steve Sanders  
1400 East Ash Street  
Globe, AZ 85501  
928.402.8530  
[ssanders@gilacountyaz.gov](mailto:ssanders@gilacountyaz.gov)

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
24. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.

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**Remainder of this page is intentionally left blank.**

**(Signatures begin on the next page)**



**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

**GILA COUNTY**

By \_\_\_\_\_ Date \_\_\_\_\_  
**WOODY CLINE**  
Chairman of the Board

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**JAMES MENLOVE**  
Clerk of the Board

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and GILA COUNTY, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 11-251 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By \_\_\_\_\_ Date \_\_\_\_\_  
The Gila County Attorney's Office

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_

**STEVE BOSCHEN, PE**  
Infrastructure Delivery and Operations Division  
Division Director

By \_\_\_\_\_ Date \_\_\_\_\_

**BRENT A. CAIN, PE**  
Transportation Systems Management and Operations Division  
Division Director

A.G. Contract No. P0012022001452 (ADOT IGA 22-0008732-I), an Agreement between public agencies, the State of Arizona and Gila County, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By \_\_\_\_\_ Date \_\_\_\_\_

Assistant Attorney General

**EXHIBIT A****Cost Estimate****T0391 01D/03D/01C**

The Project costs are estimated as follows:

**ADOT Project Development Administration (PDA) Cost**

Federal-aid funds @ 94.3%	\$28,290.00
County's match @ 5.7%	\$1,710.00
	<hr/>
<b>Subtotal - PDA</b>	<b>\$ 30,000.00</b>

**Scoping/Design:**

Federal-aid funds @ 94.3%	\$149,937.00
County's match @ 5.7%	\$9,063.00
	<hr/>
<b>Subtotal - Scoping/Design</b>	<b>\$159,000.00</b>

**Construction:**

Federal-aid funds @ 94.3%	\$3,990,651.00
County's match @ 5.7%	\$241,216.00
	<hr/>
<b>Subtotal - Construction*</b>	<b>\$4,231,867.00</b>

<b>Estimated TOTAL Project Cost</b>	<b>\$4,420,867.00</b>
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<b>Total Estimated County Funds</b>	<b>\$251,989.00</b>
<b>Total Federal Funds</b>	<b>\$4,168,878.00</b>

\* (Includes 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the County) and 5% Project contingencies)

**ARF-7564**

**Regular Agenda Item 2. J.**

**Regular BOS Meeting**

Meeting Date: 10/18/2022

Submitted For: Steve Sanders, Director

Submitted By: Shannon Coons, Fiscal Services Manager

Department: Public Works

Division: Engineering

Fiscal Year: FY2023

Budgeted?: No

Contract Dates 10/18/2022 to

Grant?: Yes

Begin & End: 12/31/2022

Matching Yes

Fund?: New

Requirement?:

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Information

Request/Subject

Approval of Job Order Contract (JOC) ADSPO18-188023-3 for the Bloody Tanks Wash Natural Resources Conservation Service (NRCS) project.

Background Information

The 2021 Fires burned water sheds in southern Gila County and subsequent flooding of the areas has affected the Tonto Basin area, Roosevelt area, Globe, and Miami. JE Fuller engineering company provided Gila County with 100% plans for five of the seven projects awarded by the USDA Natural resources Conservation Service (NRCS) for flood mitigation. Bloody Tanks, Albany Drive, Russell and Six Shooter Canyon under the Telegraph Fire Sycamore, Lazy JR-Butcher Hook, Landing Wash under the Bush Fire. The projects in both Telegraph Fire and Bush Fire areas are so large that it is impossible to complete them within the time frame NRCS has allowed. Using the JOC method, staff believes only two projects are deemed feasible, timewise to be completed: Bloody Tanks and Sycamore.

Evaluation

Under all of the NRCS rules, Gila County has to complete the Telegraph projects by December 4, 2022, which is Bloody Tanks Wash, or lose the funding. If a project is started but not completed by the deadline, the funding goes away and Gila County has to pay for the entire project.

In evaluating the options, staff considered going out for bid. Using the normal contracting procedure through Procurement will take about 80

days; 1. requesting to advertise, 2. receiving bids, 3. awarding a contract.

If the Gila County Board of Supervisors approves the use of a Job Order Contract (JOC), such as The Gordian Group, construction will begin much sooner to complete the projects on time. This single-solicitation process enables projects to start faster and creates partnerships between project owners and awarded contractors, resulting in higher-quality work. Gila County will contract through a pool of pre-qualified JOC contractors.

### Conclusion

The Gordian Group is a cooperative with State and contracts are currently available to Gila County. With The Gordian Group JOC, unit prices are set in a Construction Task Catalog allowing owners to control costs and eliminate change order negotiations. Using RSMeans data, programs are aimed at improving cost estimating, project management, and administration management skills.

Gila County chose J. Banicki Construction because of the amount of work similar to this they have successfully accomplished. JE Fuller will be working with J. Banicki Construction to be sure the project is done as per specifications and the deadline can be met.

A notice to proceed will follow the Board's approval providing J. Banicki can provide the Certificate of Insurance and Bonds required. J. Banicki so they can begin work immediately to meet the deadline of December 4, 2022.

### Recommendation

The Public Works Department Director recommends approval for JOC Contract No. ADSPO18-188023-3 J. Banicki Construction for the NRCS project of Bloody Tanks Wash. A \$5,000 owners contingency fund has been added to their proposal of \$416,173.76 for anything the owner may have missed during the development of the plans.

### Suggested Motion

Information/Discussion/Action to approve Job Order Contract (JOC) ADSPO18-188023-3 with J. Banicki Construction, Inc. in the amount of \$421,173.16 for Bloody Tanks Wash flood mitigation project reimbursable through Natural Resources Conservation Service. **(Steve Sanders)**

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Attachments

Executive Contract for JOC ADSPO18-188023-7536

ADSPO18-188023 Solicitation

Bloody Tanks Special Provisions

Sample Bloody Tanks Plans

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## CONTRACT AGREEMENT

**Contract Name** Bloody Tanks Wash NRCS Project

**Contract No.**

**ADSP018-188023-7536**

**Statement of Purpose and Need:** Public Works Department and J. Banicki Construction, Inc. agree to utilize the State of Arizona Contract ADSP018-188023-7536 per the Special Terms and Conditions of the Contract to complete the Bloody Tanks Wash project by the deadline of December 04, 2022 to the satisfaction of the National Resources Conservation Service. This contract will continue through December 31, 2022 for paperwork and payments.

**INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**IMMIGRATION LAW COMPLIANCE WARRANTY:** As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If Contractor uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Contractor shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). The County retains the legal right to inspect the papers of the Contractor and its subcontractors engaged in performance of this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

**Certification of No Forced Labor:** The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

**Cancellation for Conflict of Interest:** This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same as if fully set forth in this contract.

**Israel Boycott Certification:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Contract End Date: 1/23/2023

Renewal Option:  Yes  
 No

Maximum Dollar Limit: \$ 421,173.16

**Contract Information**

Firm Name: J. Banicki Construction, Inc.

Contact Person: David Sequilla

Address: 4720 E. Cotton Gin Loop #240

Phone No: (480) 921-8016

City: PHX State: AZ 85040 Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Special Notes: Owner added \$5,000 contingency to proposal from J. Banicki Construction, Inc. \$416,173.76  
Unforeseen utility conflicts may arise that are not listed in the original proposal.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona Contract No. ADSP018-188023-7356,  
for General Contracting Services.

General Contracting Services approved this 18 day of OCTOBER, 2022.

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Woody Cline, Board of Supervisors

**ATTEST**

\_\_\_\_\_  
James Menlove, Clerk of the Board

**APPROVED AS TO FORM**

\_\_\_\_\_  
The Gila County Attorney's Office





Statewide MEP JOC

[www.eziqc.com](http://www.eziqc.com)

## Summary Of Costs

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JOC Project Name: Bloody Tanks Project

JOC Project Number: 23-GilaCounty-0001.00

Amount of Proposal: \$416,173.76 Purchase Order Amount to Contractor

Price Proposal created by Contractor: J. Banicki Construction, Inc.

**Send PO to Contractor:**

J. Banicki Construction, Inc.  
4720 E Cotton Gin Loop #240  
Phoenix, AZ 85040

(480) 921-8016



## Statewide JOC Contract



[www.eziqc.com](http://www.eziqc.com)

### Job Order Contract Price Proposal Summary - CSI

**Date:** September 30, 2022

**Contract Number:** ADSPO18-188023-ez

**Job Order Number:** 23-GilaCounty-0001.00

**Job Order Title:** Bloody Tanks Project

**Proposal created by**

**Contractor:** J. Banicki Construction, Inc.

**Proposal Value:** \$416,173.76

**Proposal Name:** Bloody Tanks Project

**Detailed Scope:** These Special Provisions provide additional guidance and specifics for construction of the Bloody Tanks Wash Channel Rehabilitation Project which includes channel improvements immediately upstream of US Highway 60 and downstream between US Highway 60 and Reppy Ave. The project includes regrading of the existing channel and removal of excess vegetation. More specifically, the work will include mobilization, building access into each of two segments of the work, working in a height restricted drainage channel (requiring travel beyond the work zone) to remove vegetation, trees, soil, and concrete debris. All materials removed will be transported to the Gila County Landfill. Included: SWPPP. Local traffic closure. Sales tax. (State, county and local) Bonding. JOC procurement fees, as applicable. Excluded: Special ADOT right-of-way permits and traffic control. (Traffic control costs can be picked up as a supplemental cost once plans are approved or as a contingency within the original Price Proposal. Owner to decide.) 8" Black Pipe – unknown if path crosses worksite. (Can be picked up as a supplemental cost once it is determined if the pipe crosses the worksite and final quantity determined to be removed, or as a contingency within the original Price Proposal. Owner to decide.) Asbestos Pipe and other unmarked utilities - unknown if path crosses worksite. (Can be picked up as a supplemental cost once it is determined if the pipe crosses the worksite and final quantity determined to be removed, or as a contingency within the original Price Proposal. Owner to decide.)

<b>01 - General Requirements:</b>	<b>\$201,435.85</b>
<b>02 - Site Work:</b>	<b>\$50,008.58</b>
<b>07 - Thermal &amp; Moisture Protection:</b>	<b>\$0.00</b>
<b>31 - Earthwork:</b>	<b>\$152,366.64</b>
<b>32 - Exterior Improvements:</b>	<b>\$12,362.69</b>
<b>Proposal Total</b>	<b>\$416,173.76</b>

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals. PO should be directly issued to the Contractor and not Gordian or The State of Arizona .

**The Percent of NPP on this Proposal:** 0.00%

# Job Order Contract

## Price Proposal Detail - CSI

**Date:** September 30, 2022  
**Contract Number:** ADSPO18-188023-ez  
**Job Order Number:** 23-GilaCounty-0001.00  
**Job Order Title:** Bloody Tanks Project  
**Proposal created by Contractor:** J. Banicki Construction, Inc.  
**Proposal Value:** \$416,173.76  
**Proposal Name:** Bloody Tanks Project  
**Adjustment Factor(s) Used:** 1.0626-Option 5 - Non-State eziQC Reimbursable Fee, 1.4367-Option 5 - Non-State - Federal Funded - Other Than Normal Working Hours

Rec#	CSI Number	Mod.	UOM	Description	Line Total															
<b>01 - General Requirements</b>																				
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$2,164.52															
				<table border="0"> <tr> <td></td> <td style="text-align: center;">Quantity</td> <td></td> <td style="text-align: center;">Unit Price</td> <td></td> <td style="text-align: center;">Factor</td> <td></td> <td style="text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">2,037.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">\$1.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.0626</td> <td style="text-align: center;">=</td> <td style="text-align: center;">\$2,164.52</td> </tr> </table>		Quantity		Unit Price		Factor		Total	Installation	2,037.00	x	\$1.00	x	1.0626	=	\$2,164.52
	Quantity		Unit Price		Factor		Total													
Installation	2,037.00	x	\$1.00	x	1.0626	=	\$2,164.52													
				<b>User Note:</b> Bonding Cost																
2	01 22 16 00 0004		EA	Taxes The Contractor shall pay all sales, consumer, use and other similar taxes required by Law for which an exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services or other items purchased in connection with a Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation therefore.  The base cost of the Taxes is \$1.00. The quantity used will adjust the base cost to the actual Taxes (e.g. quantity of 125 = \$125.00 Taxes).	\$26,005.01															
				<table border="0"> <tr> <td></td> <td style="text-align: center;">Quantity</td> <td></td> <td style="text-align: center;">Unit Price</td> <td></td> <td style="text-align: center;">Factor</td> <td></td> <td style="text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">24,473.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">\$1.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.0626</td> <td style="text-align: center;">=</td> <td style="text-align: center;">\$26,005.01</td> </tr> </table>		Quantity		Unit Price		Factor		Total	Installation	24,473.00	x	\$1.00	x	1.0626	=	\$26,005.01
	Quantity		Unit Price		Factor		Total													
Installation	24,473.00	x	\$1.00	x	1.0626	=	\$26,005.01													
				<b>User Note:</b> Gila County Tax Rate																
3	01 22 20 00 0016		HR	Laborer For tasks not included in the Construction Task Catalog® and as directed by owner only.	\$1,783.35															
				<table border="0"> <tr> <td></td> <td style="text-align: center;">Quantity</td> <td></td> <td style="text-align: center;">Unit Price</td> <td></td> <td style="text-align: center;">Factor</td> <td></td> <td style="text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">32.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">\$38.79</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.4367</td> <td style="text-align: center;">=</td> <td style="text-align: center;">\$1,783.35</td> </tr> </table>		Quantity		Unit Price		Factor		Total	Installation	32.00	x	\$38.79	x	1.4367	=	\$1,783.35
	Quantity		Unit Price		Factor		Total													
Installation	32.00	x	\$38.79	x	1.4367	=	\$1,783.35													
				<b>User Note:</b> For pot holing																
4	01 22 20 00 0054		MI	Mileage For Professional Services (Engineering, Surveying, Etcetera) For use only when the Owner directs the contractor to use personnel whose base of operations is more than 100 miles from the site. Quantity shall be miles that exceed 100.	\$139.99															
				<table border="0"> <tr> <td></td> <td style="text-align: center;">Quantity</td> <td></td> <td style="text-align: center;">Unit Price</td> <td></td> <td style="text-align: center;">Factor</td> <td></td> <td style="text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">174.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">\$0.56</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.4367</td> <td style="text-align: center;">=</td> <td style="text-align: center;">\$139.99</td> </tr> </table>		Quantity		Unit Price		Factor		Total	Installation	174.00	x	\$0.56	x	1.4367	=	\$139.99
	Quantity		Unit Price		Factor		Total													
Installation	174.00	x	\$0.56	x	1.4367	=	\$139.99													
				<b>User Note:</b> Engineer from Phoenix to Job Site																
5	01 22 20 00 0068		HR	Flagperson For Traffic Control	\$4,458.37															
				<table border="0"> <tr> <td></td> <td style="text-align: center;">Quantity</td> <td></td> <td style="text-align: center;">Unit Price</td> <td></td> <td style="text-align: center;">Factor</td> <td></td> <td style="text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">80.00</td> <td style="text-align: center;">x</td> <td style="text-align: center;">\$38.79</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.4367</td> <td style="text-align: center;">=</td> <td style="text-align: center;">\$4,458.37</td> </tr> </table>		Quantity		Unit Price		Factor		Total	Installation	80.00	x	\$38.79	x	1.4367	=	\$4,458.37
	Quantity		Unit Price		Factor		Total													
Installation	80.00	x	\$38.79	x	1.4367	=	\$4,458.37													
				<b>User Note:</b> 2 flaggers one at each location of entrance of site add traffic control or ask owner to pickup in supplemental later																
6	01 22 23 00 0273		MO	Self-Propelled Street Sweeper With Hopper And Full-Time Operator Truck with main and gutter brooms, elevator, debris hopper and water tank.	\$41,188.41															
				<table border="0"> <tr> <td></td> <td style="text-align: center;">Quantity</td> <td></td> <td style="text-align: center;">Unit Price</td> <td></td> <td style="text-align: center;">Factor</td> <td></td> <td style="text-align: center;">Total</td> </tr> <tr> <td>Installation</td> <td style="text-align: center;">1.25</td> <td style="text-align: center;">x</td> <td style="text-align: center;">\$22,935.01</td> <td style="text-align: center;">x</td> <td style="text-align: center;">1.4367</td> <td style="text-align: center;">=</td> <td style="text-align: center;">\$41,188.41</td> </tr> </table>		Quantity		Unit Price		Factor		Total	Installation	1.25	x	\$22,935.01	x	1.4367	=	\$41,188.41
	Quantity		Unit Price		Factor		Total													
Installation	1.25	x	\$22,935.01	x	1.4367	=	\$41,188.41													
				<b>User Note:</b> street sweeper to keep site clean close to US60																

Price Proposal Detail - CSI Continues..

Job Order Number: 23-GilaCounty-0001.00  
 Job Order Title: Bloody Tanks Project

Rec#	CSI Number	Mod.	UOM	Description	Line Total
<b>01 - General Requirements</b>					
7	01 22 23 00 1433		DAY	1,000 Gallon Water, 10 CY Debris, Combination Jet/Vacuum Truck With Full-Time Truck Driver	\$15,186.21
				Quantity                      Unit Price                      Factor                      Total	
			Installation	4.00 x                      \$2,642.55 x                      1.4367 =	\$15,186.21
			<b>User Note:</b> investigation of utilities		
8	01 22 23 00 1440		MO	2,000 Gallon Water Truck With Full-Time Driver	\$19,266.29
				Quantity                      Unit Price                      Factor                      Total	
			Installation	1.25 x                      \$10,728.08 x                      1.4367 =	\$19,266.29
			<b>User Note:</b> Dust control		
9	01 22 23 00 1440	Mod	MO	For Each 1,000 Gallon Of Purchased Water, Add	\$1,672.32
				Quantity                      Unit Price                      Factor                      Total	
			Installation	100.00 x                      \$11.64 x                      1.4367 =	\$1,672.32
10	01 55 23 00 0002		EA	Temporary Stabilized Construction Entrance AssemblyIncludes excavation of 30' x 14' x 6" deep pit, filter fabric at base and sides, filled with 3" rock, and compaction.	\$3,758.81
				Quantity                      Unit Price                      Factor                      Total	
			Installation	2.00 x                      \$1,308.14 x                      1.4367 =	\$3,758.81
			<b>User Note:</b> each ramp location		
11	01 55 26 00 0042		MO	36" Traffic Cone With Reflective Collar	\$134.13
				Quantity                      Unit Price                      Factor                      Total	
			Installation	12.00 x                      \$7.78 x                      1.4367 =	\$134.13
			<b>User Note:</b> Traffic Cones 6 each location		
12	01 55 26 00 0051		MO	Vertical Panel	\$539.91
				Quantity                      Unit Price                      Factor                      Total	
			Installation	20.00 x                      \$18.79 x                      1.4367 =	\$539.91
			<b>User Note:</b> Traffic Panels		
13	01 55 26 00 0123		MO	Construction Sign, 30" x 30" Aluminum Sign With Portable Stand	\$200.85
				Quantity                      Unit Price                      Factor                      Total	
			Installation	4.00 x                      \$34.95 x                      1.4367 =	\$200.85
			<b>User Note:</b> Road closed Signs 2 at each location		
14	01 71 13 00 0003		EA	Standard Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' BedIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom man lifts with >40' boom lengths, etc.	\$10,066.89
				Quantity                      Unit Price                      Factor                      Total	
			Installation	9.00 x                      \$778.55 x                      1.4367 =	\$10,066.89
			<b>User Note:</b> 9 Pieces: Backhoe Dozer Grader Grade Tractor Track Loader Loader Broom Pothole Truck 2K Water Truck		

Price Proposal Detail - CSI Continues..

Job Order Number: 23-GilaCounty-0001.00

Job Order Title: Bloody Tanks Project

Rec#	CSI Number	Mod.	UOM	Description	Line Total
<b>01 - General Requirements</b>					
15	01 71 13 00 0003	Mod	EA	For Distance >15 Miles From Project, Add Per Hour	\$11,257.90
				Quantity Unit Price Factor Total	
				Installation 54.00 x \$145.11 x 1.4367 =	\$11,257.89
		<b>User Note:</b> Site is 82.5 miles from Banicki yard. Round trip = 165 miles. 165-15 = 150. 150 x 2 x 9 = 2700 total miles. At 50 MPH average, total hours = 54.			
16	01 71 13 00 0032		HR	Travel Time For Large Equipment Mobilization	\$11,870.02
				Quantity Unit Price Factor Total	
				Installation 54.00 x \$153.00 x 1.4367 =	\$11,870.02
17	01 71 23 16 0003		ACR	Conventional Topographic Survey Of Clear Area With Medium Height Vegetation, Few Trees (<5% Buildings)	\$4,657.18
				Quantity Unit Price Factor Total	
				Installation 2.00 x \$1,620.79 x 1.4367 =	\$4,657.18
		<b>User Note:</b> Per plans to survey and topo			
18	01 74 19 00 0017		EA	40 CY Dumpster (6 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$3,189.47
				Quantity Unit Price Factor Total	
				Installation 4.00 x \$555.00 x 1.4367 =	\$3,189.47
		<b>User Note:</b> Dumpster onsite for length of project at two locations.			
19	01 74 19 00 0034		CY	Trees, Stumps And Brush, Landfill Dump Fee	\$28,435.67
				Quantity Unit Price Factor Total	
				Installation 1,629.00 x \$12.15 x 1.4367 =	\$28,435.67
20	01 74 19 00 0038		CYM	Hauling On Paved Roads, First 15 Miles	\$14.01
				Quantity Unit Price Factor Total	
				Installation 15.00 x \$0.65 x 1.4367 =	\$14.01
		<b>User Note:</b> For the brush and tree clearing.			
21	01 74 19 00 0039		CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles	\$15,446.54
				Quantity Unit Price Factor Total	
				Installation 24,435.00 x \$0.44 x 1.4367 =	\$15,446.54
		<b>User Note:</b> For the brush and tree clearing.			

**Subtotal for 01 - General Requirements: \$201,435.85**

<b>02 - Site Work</b>					
22	02 41 13 13 0025		SY	Up To 3" By Machine, Break-up And Remove Non Reinforced Concrete Paving	\$1,708.24
				Quantity Unit Price Factor Total	
				Installation 100.00 x \$11.89 x 1.4367 =	\$1,708.24
23	02 41 13 13 0026		SY	>3" To 6" By Machine, Break-up And Remove Non Reinforced Concrete Paving	\$2,236.94
				Quantity Unit Price Factor Total	
				Installation 100.00 x \$15.57 x 1.4367 =	\$2,236.94
24	02 62 16 00 0119		SY	Overall Dust Suppression And Erosion Control, Chloride Based Sprayed Dust Suppressant	\$19,733.00
				Quantity Unit Price Factor Total	
				Installation 5,183.00 x \$2.65 x 1.4367 =	\$19,733.00
25	02 66 13 00 0002		CY	Excavate, Haul And Place Soil At Landfill	\$2,262.80
				Quantity Unit Price Factor Total	
				Installation 750.00 x \$2.10 x 1.4367 =	\$2,262.80

Price Proposal Detail - CSI Continues..

Job Order Number: 23-GilaCounty-0001.00  
 Job Order Title: Bloody Tanks Project

Rec#	CSI Number	Mod.	UOM	Description	Line Total
<b>02 - Site Work</b>					
26	02 90 20 00 0002		EA	Removal And Hauling Of 6" To 24" Stumps	\$9,905.64
			Installation	Quantity                      Unit Price                      Factor                      Total	
				32.00    x                      \$215.46    x                      1.4367    =                      \$9,905.64	
27	02 90 20 00 0003		EA	Removal And Hauling Of >24" To 48" Stumps	\$10,524.75
			Installation	Quantity                      Unit Price                      Factor                      Total	
				12.00    x                      \$610.47    x                      1.4367    =                      \$10,524.75	
28	02 90 20 00 0004		EA	Removal And Hauling Of >48" Stumps	\$3,637.21
			Installation	Quantity                      Unit Price                      Factor                      Total	
				3.00    x                      \$843.88    x                      1.4367    =                      \$3,637.21	
<b>Subtotal for 02 - Site Work:</b>					<b>\$50,008.58</b>
<b>07 - Thermal &amp; Moisture Protection</b>					
29	07 46 46 00 0012		SF	Fiber Cement Vertical Panel Siding	\$0.00
			Installation	Quantity                      Unit Price                      Factor                      Total	
				0.00    x                      \$3.44    x                      1.4367    =                      \$0.00	
<b>Subtotal for 07 - Thermal &amp; Moisture Protection:</b>					<b>\$0.00</b>
<b>31 - Earthwork</b>					
30	31 11 00 00 0010		ACR	Clearing By Machine - Heavy Brush Without Grub	\$3,365.56
			Installation	Quantity                      Unit Price                      Factor                      Total	
				4.00    x                      \$585.64    x                      1.4367    =                      \$3,365.56	
31	31 11 00 00 0015		CY	Machine Loading Of Cleared And Grubbed Material	\$1,747.39
			Installation	Quantity                      Unit Price                      Factor                      Total	
				175.00    x                      \$6.95    x                      1.4367    =                      \$1,747.39	
32	31 11 00 00 0017		CY	Hand Loading Of Cleared And Grubbed Material	\$771.94
			Installation	Quantity                      Unit Price                      Factor                      Total	
				30.00    x                      \$17.91    x                      1.4367    =                      \$771.94	
33	31 13 13 00 0002		EA	Up To 6" D.B.H. (Diameter At Breast Height) Tree RemovalIncludes cutting up tree, chipping and loading.	\$16,508.03
			Installation	Quantity                      Unit Price                      Factor                      Total	
				32.00    x                      \$359.07    x                      1.4367    =                      \$16,508.03	
34	31 13 13 00 0003		EA	>6" To 12" D.B.H. (Diameter At Breast Height) Tree RemovalIncludes cutting up tree, chipping and loading.	\$9,286.02
			Installation	Quantity                      Unit Price                      Factor                      Total	
				12.00    x                      \$538.62    x                      1.4367    =                      \$9,286.02	
35	31 13 13 00 0004		EA	>12" To 24" D.B.H. (Diameter At Breast Height) Tree RemovalIncludes cutting up tree, chipping and loading.	\$4,127.06
			Installation	Quantity                      Unit Price                      Factor                      Total	
				4.00    x                      \$718.15    x                      1.4367    =                      \$4,127.06	
36	31 13 13 00 0016		EA	>6" To 12" Diameter Stump Removal By HandWhere stump removal is inaccessible by machine. Includes excavation necessary to remove stump and loading.	\$6,092.47
			Installation	Quantity                      Unit Price                      Factor                      Total	
				10.00    x                      \$424.06    x                      1.4367    =                      \$6,092.47	

Price Proposal Detail - CSI Continues..

Job Order Number: 23-GilaCounty-0001.00  
 Job Order Title: Bloody Tanks Project

Rec#	CSI Number	Mod.	UOM	Description	Line Total					
<b>31 - Earthwork</b>										
37	31 23 16 33 0007		CY	Spreading, Shaping, and Rough Grading Imported or Stockpiled Material for Bulk Excavation by Machine	\$11,599.92					
				Quantity	Unit Price	Factor	Total			
			Installation	2,200.00	x	\$3.67	x	1.4367	=	\$11,599.92
			<b>User Note:</b> added qty to make two ramps.							
38	31 23 16 33 0009		CY	Cutting, Shaping and Rough Grading Existing Elevations For Bulk Excavation by Machine	\$12,864.21					
				Quantity	Unit Price	Factor	Total			
			Installation	2,200.00	x	\$4.07	x	1.4367	=	\$12,864.21
			<b>User Note:</b> added qty to make two ramps.							
39	31 23 16 33 0014		CY	Relocating On Site Excavated Material From Bulk Excavation >1,000'	\$30,912.04					
				Quantity	Unit Price	Factor	Total			
			Installation	2,200.00	x	\$9.78	x	1.4367	=	\$30,912.04
			<b>User Note:</b> added qty to make two ramps.							
40	31 23 16 33 0016		SY	Finish Grading for Bulk Excavation by Machine	\$3,053.03					
				Quantity	Unit Price	Factor	Total			
			Installation	5,183.00	x	\$0.41	x	1.4367	=	\$3,053.03
41	31 23 16 33 0020		CY	Loading Excess Material For Removal From Bulk Excavation	\$10,674.39					
				Quantity	Unit Price	Factor	Total			
			Installation	1,830.00	x	\$4.06	x	1.4367	=	\$10,674.39
42	31 23 16 36 0024		SY	Rough Grading For Building Foundations And Other Structures by Machine	\$5,212.49					
				Quantity	Unit Price	Factor	Total			
			Installation	5,183.00	x	\$0.70	x	1.4367	=	\$5,212.49
43	31 23 16 36 0025		SY	Finish Grading For Building Foundations And Other Structures by Machine	\$8,414.45					
				Quantity	Unit Price	Factor	Total			
			Installation	5,183.00	x	\$1.13	x	1.4367	=	\$8,414.45
44	31 23 16 36 0026		SY	Finish Grading For Building Foundations And Other Structures by Hand	\$3,929.37					
				Quantity	Unit Price	Factor	Total			
			Installation	500.00	x	\$5.47	x	1.4367	=	\$3,929.37
45	31 24 13 00 0005		CY	Cut, Shape, and Rough Grading for Roadways, Parking Areas, Landscaping and Embankments by Machine in Loose RockIncludes compacted aggregate	\$13,277.26					
				Quantity	Unit Price	Factor	Total			
			Installation	1,830.00	x	\$5.05	x	1.4367	=	\$13,277.26
46	31 24 13 00 0012		CY	>500' To 1,000', Relocating On Site Excavated Material For Roadways, Parking Areas, Landscaping And Embankments By Machine	\$10,531.01					
				Quantity	Unit Price	Factor	Total			
			Installation	1,000.00	x	\$7.33	x	1.4367	=	\$10,531.01
			<b>User Note:</b> moving soil with bobcats onsite							
<b>Subtotal for 31 - Earthwork:</b>					<b>\$152,366.64</b>					
<b>32 - Exterior Improvements</b>										
47	32 01 90 19 0001		ACR	Vegetation Cutting By Bush HogIncludes normal debris removal , cutting, and trimming.	\$1,910.41					
				Quantity	Unit Price	Factor	Total			
			Installation	12.00	x	\$110.81	x	1.4367	=	\$1,910.41
48	32 01 90 19 0001	Mod	ACR	For <1 Acre, Add	\$39.80					
				Quantity	Unit Price	Factor	Total			
			Installation	1.00	x	\$27.70	x	1.4367	=	\$39.80

**Price Proposal Detail - CSI Continues..**

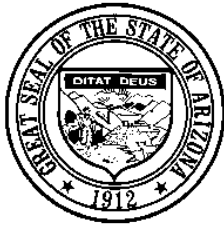
**Job Order Number:** 23-GilaCounty-0001.00  
**Job Order Title:** Bloody Tanks Project

Rec#	CSI Number	Mod.	UOM	Description	Line Total	
<b>32 - Exterior Improvements</b>						
49	32 91 13 36 0008		MSF	Root Raking And Loading, No Boulders	\$10,412.48	
		Installation	Quantity	Unit Price	Factor	Total
			250.00 x	\$28.99 x	1.4367 =	\$10,412.48
<b>Subtotal for 32 - Exterior Improvements:</b>					<b>\$12,362.69</b>	
<b>Proposal Total</b>					<b>\$416,173.76</b>	

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals. PO should be directly issued to the Contractor and not Gordian or The State of Arizona .

**The Percent of NPP on this Proposal: 0.00%**



	<h2 style="margin: 0;">Request for Qualifications</h2> <p style="margin: 0;">Solicitation No. <b>ADSP018-00007536</b></p> <p style="margin: 0;">Description: <b>Statewide Bridge, Road and Parking Lot Repair, Maintenance and Construction Job Order Contracting</b></p>	<p style="margin: 0;">Arizona Department of Administration <b>State Procurement Office</b> 100 N 15<sup>th</sup> Ave., Suite 201 Phoenix, AZ 85007</p>
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## SOLICITATION SUMMARY AND TABLE OF CONTENTS

Pursuant to A.R.S. § 41-2501, the Arizona Department of Administration, State Procurement Office (the State) is seeking to establish multiple contracts per region for **Statewide Bridge, Road, and Parking Lot Repair, Maintenance and Construction Job Order Contracting** to provide job-order-contracting repair, maintenance and construction services to satisfy the needs of all State Agencies, Boards, and Commissions, as well as participating purchasing Cooperative Members (collectively the Eligible Agencies).

***A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform on-going services on individual projects at different locations throughout the State of Arizona. The State is divided into seven (7) different regions and contracts are awarded by region. Along with the other documents in this solicitation, the Contract Documents include, but are not limited to, a Job Order Operating Manual, Construction Task Catalog containing construction tasks with preset unit prices, and Specifications. The Job Order Operating Manual and Construction Task Catalog are provided by The Gordian Group who is on-contract with the State to provide these and other services related to Job Order Contracting.***

The purpose of this solicitation is to conduct a competitive process to create contracts from which the State and Eligible Agencies may acquire these services. To participate in this contract, a Cooperative Member shall have entered into a Cooperative Purchasing Agreement with the Arizona Department of Administration, State Procurement Office as required by A.R.S. § 41-2632. Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the United States Federal Government, and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2621(4) as any non-profit corporation as designated by the Internal Revenue Service under section 501C(3) through 501C(6).

The State makes no guarantee as to actual amount spent under any resultant contract.

Responses to this Request for Qualifications (RFQ) Solicitation will be received by the State Procurement Office **online** through the State's **electronic** procurement system, ProcureAZ ([www.procure.az.gov](http://www.procure.az.gov)) until the date and time denoted in the "Bid Opening Date and Time" field in ProcureAZ.

Submittals received by the correct time and date will be opened and the name of each offeror will be publicly available. **LATE RFQ SUBMITTALS WILL NOT BE CONSIDERED.**

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests shall be made as early as possible to allow time to arrange the accommodation.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFQ.**

	<p style="text-align: center;"><b>Request for Qualifications</b></p> <p style="text-align: center;">Solicitation No. <b>ADSP018-00007536</b></p> <p style="text-align: center;">Description: <b>Statewide Bridge, Road and Parking Lot Repair, Maintenance and Construction Job Order Contracting</b></p>	<p style="text-align: center;">Arizona Department of Administration <b>State Procurement Office</b> 100 N 15<sup>th</sup> Ave., Suite 201 Phoenix, AZ 85007</p>
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## RFQ TABLE OF CONTENTS

PART 1	Special Instructions to Offerors
PART 2	Uniform Instructions to Offerors
PART 3	Special Terms and Conditions
PART 4	Uniform Terms and Conditions
PART 5	Scope of Work
PART 6	Compensation Document
PART 7	Operating Manual for Horizontal Job Order Contracting
PART 8	Specifications
PART 9	Construction Task Catalog (CTC) (to be provided upon Negotiations)
PART 10	CTC Technical Specifications (to be provided upon Negotiations)
PART 11	Attachments to complete for Statement of Qualifications
	1 - Offer and Acceptance Form
	2-A - Offeror Information Questionnaire
	2-B - Experience & Organizational Profile
	3-A - Method Proposal
	3-B - Key Personnel Proposal
	3-C - Proposed Subcontractors Selection Plan
	3-D - Financial Statements and Bankruptcy/Lawsuit Involvement
	3-E – Boycott of Israel Disclosure
	4 - Pricing (Reserved, not to be submitted with Statement of Qualifications)
	5-A - Proposed Designation of Confidential Information
	5-B - Conformance Statements
	5-C - Insurance and Bonding Evidence
	5-D - Offer Checklist

PART 12

Exhibits

- I. Regions Map
- II. Sample Bond Forms
- III. Construction Contractor Engagement Survey
- IV. Supplemental Provisions for Federal Work



## Request for Qualifications

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**ADSP018-00007536**

Description:  
**Statewide Bridge, Road and Parking Lot  
Repair, Maintenance and Construction Job  
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Arizona Department of  
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**State Procurement Office**  
100 N 15<sup>th</sup> Ave., Suite 201  
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## PART 1- SPECIAL INSTRUCTIONS TO OFFERORS

### 1.0 DEFINITION OF TERMS

Refer to Uniform Instructions to Offerors and to Solicitation PART 7 – Operating Manual for Horizontal Job Order Contracting.

### 2.0 SOLICITATION INQUIRIES

Supplemental to clause 2.3 of the Uniform Instructions, all questions related to the content of this Request for Qualifications shall be submitted via the “Q & A” tab within the solicitation in ProcureAZ. Inquiries received less than 72 hours prior to the bid opening date are not guaranteed to be answered before the offer due date and time. Only official solicitation amendments issued by the State Procurement Office through ProcureAZ shall constitute a change to the solicitation requirements. Technical inquiries about submitting your offer in ProcureAZ should be submitted to the ProcureAZ Help Desk by phone at (602) 542-7600, option 1, or by email at [procure@azdoa.gov](mailto:procure@azdoa.gov).

### 3.0 OFFER PREPARATION

#### 3.1 ProcureAZ

Offers in response to this solicitation shall be submitted within the State's eProcurement system, PROCUREAZ (<https://procure.az.gov>). Please be advised that utilizing ProcureAZ requires a certain level of technical competency that should be considered when selecting staff to work in the system. For assistance contact the **ProcureAZ Help Desk at 602-542-7600 or email [procure@azdoa.gov](mailto:procure@azdoa.gov), Monday through Friday from 8:00am to 5:00pm MST.** The successful submission of your offer in ProcureAZ is critical in order for the State to receive and evaluate your offer. Therefore, particular focus should be placed on the selection of staff given the responsibility for submitting your offer in ProcureAZ. Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside PROCUREAZ, or those that are received after the date/time stated in the 'Bid Opening Date' field, shall be rejected.



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### 3.2 Content of Statement of Qualifications (SOQ)

#### 3.2-A Required Documents

**The submitted Statement of Qualifications shall include the following documents.** Failure to submit all documents below according to instructions may have a negative impact on the evaluated score or result in the offer being determined non-responsive and therefore not susceptible for award.

- (1) Attachment 1 – Signed Offer and Acceptance Form
- (2) Attachment 2-A - Offeror Information Questionnaire
- (3) Attachment 2-B - Experience & Organizational Profile
- (4) Attachment 3-A – Method Proposal
- (5) Attachment 3-B – Key Personnel Proposal
- (6) Attachment 3-C – Proposed Subcontractor Selection Plan
- (7) Attachment 3-D – Financial Statements and Bankruptcy/Lawsuit Involvement
- (8) Attachment 3-E – Boycott of Israel Disclosure
- (9) Attachment 4 – Pricing (Reserved, Not to be submitted with SOQ)
- (10) Attachment 5-A – Proposed Designation of Confidential Information
- (11) Attachment 5-B – Conformance Statements
- (12) Attachment 5-C – Insurance and Bonding Evidence
- (13) Attachment 5-D – Offer Checklist

#### 3.2-B Pre-Printed Documents

**Any pre-printed documents required by this solicitation are located within this document and shall be completed in the format provided and according to any instructions contained within the document or elsewhere in these instructions.** Offerors shall download all pre-printed documents, save the completed document to their computer, and upload completed documents as part of their submitted offer in ProcureAZ. Excessive marketing attachments that are not requested in the documents listed below are discouraged.

### 4.0 SUBMISSION OF OFFER

#### 4.1-A Submission of Pricing

**Offeror shall NOT submit pricing with their Statement of Qualifications.**



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**To meet the functionality of ProcureAZ and to be considered responsive, please enter a Unit Cost of \$1.00 on Line Item No. 1. In the absence of entering the Unit Cost of \$1.00, upon submission, ProcureAZ will mark the offer as a "NO BID".**

**Offers shall remain valid for 120 calendar days after submission due date and time.**

### 5.0 EVALUATION

#### 5.1 Opening

Supplemental to the Uniform Terms and Conditions, offers received by the due date and time will be opened online and the name of each Offeror will be publicly available. Offers will not be subject to public inspection until after contract award.

#### 5.2 Selection Process

##### 5.2-A Evaluation Criteria

Firms interested in providing services required in this solicitation shall submit a Statement of Qualifications (SOQ). In accordance with A.R.S. § 41-2579, SOQs will be evaluated based on the following evaluation criteria, and the evaluation criteria and relative weight of the criteria will be used to determine the short list of persons or firms to be interviewed (if conducted) or the final list (if interviews are not conducted).

Experience	(400 points)
Method of Approach	(325 points)
Subcontractor Selection Plan	(275 points)

##### 5.2-B Selection Committee

A Selection Committee will review and score the Statement of Qualifications and develop a short list or the final list (if interviews are not conducted) with a minimum of ten (10) and not more than fifteen (15) persons or firms per State region (reference Part 12, Exhibit I. Regions Map). The selection committee shall have not more than seven (7) members and shall include at least one person who is a senior management employee of a licensed contractor and one person who is an architect or engineer registered pursuant to section 32-121.



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### 5.2-C *References*

At the discretion of the selection committee, evaluations of Offeror may also include site visits of the Offeror's completed projects listed in the submitted Statement of Qualifications and reference verifications of the projects.

### 5.2-D *Interviews*

5.2-D-(01) The selection committee may hold interviews. Before the interviews are held, the state shall distribute to the persons or firms on the short list the interview evaluation criteria and weighting (if different from the criteria listed in the solicitation) used to determine the persons or firms on the final list and their order of preference.

5.2-D-(02) The selection committee will select the persons or firms on the final list and their order of preference on the final list solely through the results of the interview process.

5.2-D-(03) If conducted, interviews will take place at the Arizona Department of Administration, located at 100 North 15<sup>th</sup> Avenue, Phoenix, AZ and are estimated to be forty-five to sixty minutes in length. The proposed Contractor's key personnel should be present at the interview.

### 5.3 **Cost is Not a Consideration**

Fees, price, man-hours or any other cost information shall not be requested or considered at any point in the qualifications selection process, including the selection of persons or firms to be interviewed, the selection of persons or firms to be on the final list, nor in determining the order of preference of persons or firms on the final list.

**To meet the functionality of ProcureAZ and to be considered responsive, please enter a Unit Cost of \$1.00 on Line Item No. 1. In the absence of entering the Unit Cost of \$1.00, upon submission, ProcureAZ will mark the offer as a "NO BID".**

### 5.4 **Clarifications**

In accordance with R2-7-C313, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of providing a greater understanding of the offer. Clarifications shall not otherwise afford the Offerors the opportunity to alter or make a material change in its offer.



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### 5.5 Negotiations of Adjustment Factors

As provided by A.R.S. § 41-2579, negotiations will be conducted with the highest qualified person or firm on the final list in accordance with the intended number of awards per region. The final list shall be created by the Selection Committee according to the ranking of firms based on the scoring of the evaluation criteria. If interviews are held, the final list shall be created by the Selection Committee according to the ranking of firms based on the scoring of the criteria from the interview process.

The Construction Task Catalog (CTC) and CTC Technical Specifications will be made available to those Offerors selected for negotiations. ADOT 2008 Standard Specifications for Road and Bridge Construction have been included in this solicitation, Part 8. Invitations (date, time and place) will be distributed to the highest ranked Offerors on the final list per region for a mandatory negotiations kick-off meeting after which Offerors will be given deadlines for submissions of their regional Adjustment Factors. Adjustment Factors, calculated by the Contractor in the format "1.xxxx" shall include four categories for which Offeror will be awarded:

- A. Adjustment Factor for performing Work during Normal Working Hours for Owner funded projects;
- B. Adjustment Factor for performing Work during Other Than Normal Working Hours for Owner funded projects;
- C. Adjustment Factor for performing Work during Normal Working Hours for Federally funded projects;
- D. Adjustment Factor for performing work during Other Than Normal Working Hours for Federally funded projects.

All Unit Prices listed in the CTC are priced at the net value of 1.000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the CTC. For example, 1.100 would be a 10% increase to the Unit Prices, and 0.9500 would be a 5% decrease to the Unit Prices.

If the state is unable to negotiate a satisfactory contract with the highest qualified person or firm on the final list, the negotiations will be terminated. Negotiations may be undertaken with the next most qualified person or firm on the final list in sequence until an agreement is reached or a determination is made to reject all persons or firms on the final list.





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### 5.6 Responsibility, Responsiveness, and Susceptibility

In accordance with A.R.S. 41-2579, A.A.C. R2-7-C311, A.A.C. R2-7-C312, and R2-7-C316, the State shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the Statement of Qualification's responsiveness and susceptibility for contract award.

- (1) Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
- (2) Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
- (3) Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors; This includes if the vendor or key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body;
- (4) Whether the Offeror promptly supplied all requested information concerning its responsibility;
- (5) Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
- (6) Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;
- (7) Whether the Offer limits the rights of the State;



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- (8) Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as to the reasonableness of a condition;
- (9) Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
- (10) Whether the Offeror provides misleading or inaccurate information.

### 5.7 Financial Stability

The Offeror must be financially stable and able to substantiate the financial stability of its company. Offeror shall have adequate financial resources, including ability to secure materials and labor necessary for completion of the Work and other work in hand, within the anticipated contract times, and reflecting the anticipated retainage from progress payments. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. **The State reserves the right to reject any offer which does not demonstrate financial stability sufficient for the scope of this contract award.**

At the time of the qualifications submission, Offeror shall upload as an "Attachment" in ProcureAZ the past three (3) years current financial statements and check the box marked "confidential" in ProcureAZ. **The entire Attachment 3-D documentation shall be submitted as a separate "Attachment" in Procure AZ and titled as "Financial" along with your company name and marked confidential.**

## 6.0 AWARD

### 6.1 Best Advantage to State

The State intends to enter into up to seventy (70) contracts with the highest qualified persons or firms on the final list (up to ten (10) contractors in each of the seven (7) regions) using this single Request for Qualifications. An offeror may be awarded one (1) or more regions.

### 6.2 Contract Document Consolidation

At its sole option, following any contract award, the State may consolidate the resulting contract documents. Examples of such consolidation include (i) reorganizing solicitation documents and those components of the Contractor's offer not pertaining to the contract's operation; or (ii) excluding any components of the Contractor's offer that were not awarded



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(for example if a contractor was not awarded a particular region they submitted on).  
Contract consolidation shall not materially change the Contract.

### 6.3 **Notice to Proceed**

Contractors shall commence with the performance of the Contract upon receipt of a notice to proceed issued by the Procurement Officer or other authorized representatives as set forth in the Contract. Prior to receiving this notice, Contractors shall not commence any billable activities in the performance of the Contract.

### 6.4 **Evidence of Insurance Coverage**

Prior to commencing services under any awarded Contract, successful Contractor(s) shall provide and maintain during the entire term of an awarded Contract, a certificate of insurance indicating the coverages stated in the Special Terms and Conditions of this solicitation.

## 7.0 SOLICITATION OR AWARD PROTESTS

Refer to Uniform Instructions to Offerors

## 8.0 COMMENTS WELCOME

Refer to Uniform Instructions to Offerors

**End of Special Instructions to Offerors**



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## PART 2- UNIFORM INSTRUCTIONS TO OFFERORS

### 1.0 DEFINITION OF TERMS:

As used in these Instructions, the terms listed below are defined as follows:

#### 1.1 **Attachment**

“Attachment” means any item the Solicitation requires an Offeror to submit as part of the Offer.

#### 1.2 **Best and Final Offer**

“Best and Final Offer” means a revision to an Offer submitted after negotiations are completed that contains the Offeror’s most favorable terms for price, service, and products to be delivered. Sometimes referred to as a Final Revision.

#### 1.3 **Contract**

“Contract” means the combination of the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

#### 1.4 **Contract Amendment**

“Contract Amendment” means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.

#### 1.5 **Contractor**

“Contractor” means any person who has a Contract with a state governmental unit.

#### 1.6 **Day**

“Day” means calendar days unless otherwise specified.



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### 1.7 E-Procurement

“e-Procurement (Electronic Procurement)” means conducting all or some of the procurement function over the Internet. Point, click, buy, and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of e-Procurement also include Request for Qualifications, Request for Proposals, and Request for Quotations.

### 1.8 Exhibit

“Exhibit” means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

### 1.9 Offer

“Offer” means a response to a Solicitation.

### 1.10 Offeror

“Offeror” means a person who responds to a Solicitation.

### 1.11 Person

“Person” means any corporation, business, individual, union, committee, club, or other organization or group of individuals.

### 1.12 Procurement Officer

“Procurement Officer” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

### 1.13 Solicitation

“Solicitation” means a Request for Proposals (“IFB”), a Request for Technical Offers, a Request for Proposals (“RFP”), a Request for Quotations (“RFQ”), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.

### 1.14 Solicitation Amendment

“Solicitation Amendment” means a change to the Solicitation issued by the Procurement Officer.



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### 1.15 Subcontract

“Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

### 1.16 State

“State” means the State of Arizona and Department or Agency of the State that executes the Contract.

## 2.0 SOLICITATION INQUIRIES

### 2.1 Duty to Examine

It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time.

### 2.2 Solicitation Contact Person

Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Procurement Officer.

### 2.3 Submission of Inquiries

All inquiries related to the Solicitation are required to be submitted in the State’s eProcurement system. All responses to inquiries will be answered in the State’s eProcurement system. Any inquiry related to the Solicitation should reference the appropriate solicitation page and paragraph number. Offerors are prohibited from contacting any state employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.

### 2.4 Timeliness

Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.



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### 2.5 **No Right to Rely on Verbal or Electronic Mail Responses**

An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.

### 2.6 **Solicitation Amendments**

The Solicitation shall only be modified by a Solicitation Amendment.

### 2.7 **Pre-Offer Conference**

If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear in the State's eProcurement system. Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.

### 2.8 **Persons with Disabilities**

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

## 3.0 OFFER PREPARATION

### 3.1 **Electronic Documents**

The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents upon submission to the State's eProcurement system. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts, or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format acceptable to the State. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.

### 3.2 **Evidence of Intent to be bound**

The Offer and Acceptance form within the Solicitation shall be submitted with the Offer in the State's eProcurement system and shall include a signature by a person authorized to



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sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate, and complete. Failure to submit verifiable evidence of intent to be bound, such as a signature, shall result in rejection of the Offer.

### 3.3 Exceptions to RFQ Documents

#### 3.3-A *Exceptions to the Terms and Conditions.*

All exceptions included with the Offer shall be submitted in the State's eProcurement system in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.

#### 3.3-B *Exceptions To Other Solicitation Documents*

An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

#### 3.3-C *Exceptions Affect Evaluation*

All exceptions that are contained in the Offer may negatively impact an Offeror's susceptibility for award. An Offer that takes exception to any material requirement of the solicitation may be rejected.

### 3.4 Subcontracts

Offeror shall submit Subcontractor Selection plan.

### 3.5 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

### 3.6 Federal Excise Tax

The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.





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### 3.7 Provision of Tax Identification Numbers

Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance form.

### 3.8 Employee Identification

Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

### 3.9 Identification of Taxes in Offer

The State is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the Solicitation. When applicable, the tax rate and amount shall be identified on the price sheet.

### 3.10 Disclosure

If the person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall set forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

### 3.11 Delivery

Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

### 3.12 Federal Immigration and Nationality Act

By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the



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immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.

### 3.13 **Offshore Performance of Secure or Sensitive Work Prohibited**

Any services that are described in the specifications or scope of work that directly serve the State or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

## 4.0 SUBMISSION OF OFFER

### 4.1 **Offer Submission, Due Date and Time**

Offerors responding to a Solicitation must submit the Offer electronically through the State's eProcurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the State's eProcurement system or those that are received after the due date and time shall be rejected.

### 4.2 **Offer and Acceptance**

Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer, and shall be submitted in the State's eProcurement system with the Offer no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.

### 4.3 **Solicitation Amendments**

A Solicitation Amendment shall be acknowledged in the State's eProcurement system no later than the Offer due date and time. Failure to acknowledge a Solicitation Amendment may result in rejection of the Offer.



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#### 4.4 Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

#### 4.5 Confidential Information

If an Offeror believes that any portion of an Offer, protest, or correspondence contains a trade secret or other proprietary information, the Offeror shall clearly designate the trade secret and other proprietary information, using the term "confidential." An Offeror shall provide a statement detailing the reasons why the information should not be disclosed including the specific harm or prejudice that may arise upon disclosure. The Procurement Officer shall review all requests for confidentiality and provide a written determination. Until a written determination is made, a Procurement Officer shall not disclose information designated as confidential except to those individuals deemed to have a legitimate State interest. In the event the Procurement Officer denies the request for confidentiality, the Offeror may appeal the determination to the State Procurement Administrator within the time specified in the written determination. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information.

#### 4.6 Public Record

All Offers submitted and opened are public records and must be retained by the State for six years. Offers shall be open and available to public inspection through the State's eProcurement system after Contract award, except for such Offers deemed to be confidential by the State.

#### 4.7 Non-collusion, Employment, and Services

By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:

- (1) The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- (2) The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable federal, state, and local laws and executive orders regarding employment.



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### 5.0 EVALUATION

#### 5.1 Unit Price Prevails

In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

#### 5.2 Taxes

If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the Offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.

#### 5.3 Prompt Payment Discount

Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the Offer for the purpose of evaluating that price.

#### 5.4 Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

#### 5.5 Disqualifications

An Offeror (including each of its principals) who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.

#### 5.6 Offer Acceptance Period

An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.

#### 5.7 Waiver and Rejection Rights

Notwithstanding any other provision of the Solicitation, the State reserves the right to:

- (1) Waive any minor informality;
- (2) Reject any and all Offers or portions thereof; or



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(3) Cancel the Solicitation.

### 6.0 AWARD

#### 6.1 Number of Types of Awards

The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State.

#### 6.2 Contract Inception

An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

#### 6.3 Effective Date

The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

### 7.0 SOLICITATION OR AWARD PROTESTS

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of the Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the Procurement Officer makes the procurement file available for public inspection. A protest shall include:

- (1) The name, address, email address and telephone number of the interested party;
- (2) The signature of the interested party or its representative;
- (3) Identification of the purchasing agency and the Solicitation or Contract number;
- (4) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (5) The form of relief requested.



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### 8.0 COMMENTS WELCOME

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

**End of Uniform Instructions to Offerors**



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## PART 3 – SPECIAL TERMS AND CONDITIONS

*The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.*

**The following modifications are ADDED to the Uniform Terms and Conditions**

### 1.0 Definition of Terms

-Additional contract terms are defined in Solicitation PART 7 – Operating Manual for Horizontal Job Order Contracting

- 1.1 Acceptance** “Acceptance” means the document headed “Offer and Acceptance Form” bearing the State contract number once Procurement Officer has signed it to signify (1) State’s formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term “acceptance” used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.
- 1.2 Accepted Offer** If State did not request a Revised Offer, then “Accepted Offer” means the Initial Offer. If State did request a Revised Offer but not a Best and Final Offer, then “Accepted Offer” means the latest Revised Offer. If State requested a Best and Final Offer, then “Accepted Offer” means the Best and Final Offer.
- 1.3 Arizona Procurement Code; A.R.S.; A.A.C.** “Arizona Procurement Code, “A.R.S.” and “A.A.C.” are each defined in the [Instructions to Offerors](#).
- 1.4 Arizona TPT** “Arizona TPT” means Arizona Transaction Privilege Tax. For information, refer to the Arizona Department of Revenue (DOR) website at: <https://www.azdor.gov/business/transactionprivilegetax.aspx>.
- 1.5 Attachment** “Attachment” means any item that:
1. the Solicitation required Offeror to submit as part of the relevant Offer (e.g., Initial Offer, Revised Offer, or BAFO);
  2. was attached to an Offer when submitted; and
  3. was included in the Accepted Offer.





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- 1.6 Pricing Document** "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.
- 1.7 Contract Amendment** "Contract Amendment" means a document signed by Procurement Officer that has been issued for the purpose of making changes to the Contract after execution. The term "Change Order" in ProcureAZ is to be construed as being synonymous with "Contract Amendment".
- 1.8 Contract Terms and Conditions** "Contract Terms and Conditions" means the Special Terms and Conditions and these Uniform Terms and Conditions taken collectively.
- 1.9 Contractor** "Contractor" means the Person identified on the Accepted Offer who has entered into the Contract with State.
- 1.10 Contractor Indemnitor** "Contractor Indemnitor" means Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.
- 1.11 Co-Op Buyer** "Co-Op Buyer" means a member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing "eligible procurement unit" under A.A.C. R2-7-101(23).  
  
NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.
- 1.12 Eligible Agency** If the Special Terms and Conditions indicates that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein. If the Special Terms and Conditions indicates that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.
- 1.13 Indemnified Basic Claims** "Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, and costs of claim processing, investigation and litigation, for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively. See paragraph 6.3 Basic Indemnification.





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- 1.14 Instructions to Offerors** “Instructions to Offerors” is direction provided to Offeror
- 1.15 Order** “Order” means the instrument by which State authorizes Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends the scope of the Contract and how State will use it. The Special Terms and Conditions provide that information. Any of the following is to be construed as being an “Order”:
1. “Release” or “Release Purchase Order” in ProcureAZ;
  2. “task order”, “service order,” or “job order” when a Release Purchase Order for Services has already been committed in ProcureAZ; or
  3. “purchase order” for buying by Co-Op Buyers, if co-op buying applies.
- 1.16 ProcureAZ** “ProcureAZ” means State’s official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document *Technical Bulletin No. 020, ProcureAZ – The Official State eProcurement System*.
- NOTE (1): Technical Bulletin No. 020 is available online at:  
<https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations>
- NOTE (2): The URL for ProcureAZ itself is:  
<https://procure.az.gov/>
- 1.17 Secure Locations** Secure Locations are defined as buildings and grounds (sites) that require specific security-related criteria. These include but are not limited to public access and operations security. These locations require the Contractor to follow stipulated requirements to perform work at the site, without exception. Examples of such sites include but are not limited to those for the Arizona Department of Corrections and Arizona Department of Juvenile Corrections.
- 1.18 State** With respect to the Contract generally, “State” means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, “State” means each of Eligible Agency or Co-Op Buyer who has issued the Order.
- 1.19 State Indemnitees** “State Indemnitees” means, collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.



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- 1.20 Subcontractor** “Subcontractor” has the meaning given in A.R.S. § 41-2503(38), which, for convenience of reference only, is “... a person who contracts to perform work or render service to ... [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . .”The Contract is to be construed as “a contract with a state governmental unit” for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.
- 1.21 Work** “Work” means the totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

### 2.0 Contract Interpretation

#### 2.1 Usage

Where the Contract:

- 2.1 assigns obligations to Contractor, any reference to “Contractor” is to be construed to be a reference to “Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor’s and the Subcontractors’ respective agents, representatives, and employees” in every instance unless the context plainly requires that it is be a reference only to Contractor as apart from Subcontractors;
- 2.2 uses the permissive “may” with respect to a party’s actions, determinations, etc., the term is to be interpreted as in A.A.C. R2-7-101(31) [Definitions]. For clarity of intent, any right given to State using “State may” or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written “may, at its discretion,” the discretion extends to whatever is most advantageous to State; and (b) where written only as “may,” the discretion is constrained by what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;
- 2.3 uses the imperative “shall” with respect to a party’s actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [Definitions]. Conversely, the phrase “shall not” is to be interpreted as an imperative prohibition.
- 2.4 uses the term “must” with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written “*must, if [the subject] is to be entitled to have [the object] considered or*



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*credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes” in every instance;*

- 2.5 uses the term “might” with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and
- 2.6 uses the term “will” or the phrases “is to be” or “are to be” with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that “shall” is either unnecessary or irrelevant in that instance.

### 2.2 Contract Order of Precedence

COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

- (a) Contract Amendments;
- (b) the Solicitation Documents, **if used**, in the order:
  - (1) Special Terms and Conditions;
  - (2) Operating Manual for Horizontal Job Order Contracting;
  - (3) Exhibits to the Special Terms and Conditions;
  - (4) Uniform Terms and Conditions;
  - (5) Job Orders (including Detailed Scope of Work and Job Order Proposals);
  - (6) Construction Task Catalog (CTC);
  - (7) ADOT 2008 Standard Specifications for Road and Bridge Construction;
  - (8) Maricopa Association of Governments (MAG) Specifications;
  - (9) CTC Technical Specifications;
  - (10) Scope of Work;



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- (11) Exhibits to the Scope of Work;
- (12) Pricing Document;
- (13) Exhibits to the Pricing Document;
- (14) any other documents referenced or included in the Solicitation;
- (c) Supplemental to the Job Order, in reverse chronological order; and
- (d) Accepted Offer.

ATTACHMENTS AND EXHIBITS. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

### 2.3 Independent Contractor

Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being to be the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

### 2.4 Complete Integration

The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

### 2.5 Eligible Agencies

This contract shall be for mandatory use of all State of Arizona Departments, agencies, commissions, and boards for jobs under the Scope of Work greater than \$100,000 and less than \$1,000,000. It shall be for the permissive use of all State of Arizona Departments, agencies, commissions and boards for construction jobs less than \$100,000. In addition, eligible universities, political subdivisions, and nonprofit educational or public health institutions may participate at their discretion and up to their authorized dollar thresholds for Job Order Contracting, if any. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Arizona Department of Administration, State Procurement Office as required by A.R.S. 41-2632.

### 3.0 Contract Administration and Operation

#### 3.1 Term of Contract

The term of the Contract will commence on the date indicated on the Acceptance Offer and end upon date, no more than (1) one year from date of Acceptance. There are (4) four



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bilateral option periods. The term of each option period is 1 year. Both parties must agree to extend the Contract for an option period.

All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may made, and the warranty period may continue, after such term has expired. All terms and conditions of the Contract apply to each Job Order.

### 3.2 Notices and Correspondence

3.2.1 TO CONTRACTOR. State shall:

- (a) address all Contract correspondence other than formal notices to the email address indicated as "Default for Type" for "General Mailing Address" in Contractor's corresponding ProcureAZ Vendor Profile; and
- (b) address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.2.2 TO STATE. Contractor shall :

- (a) address all Contract correspondence other than format notices to the email address indicated in "Contact Instructions" in the ProcureAZ Summary for State; and
- (b) address any required notices to State to Procurement Officer identified as "Purchaser" in the ProcureAZ Summary at the following mailing address:

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3.2.3 CHANGES. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address by Contract Amendment.

### 3.3 Signing of Contract Amendments

Contractor's counter-signature – or "approval" in ProcureAZ, in the case of a Change Order or Supplemental Job Order – is not required to give effect if the Contract Amendment only covers either:

1. extension of the term of the Contract within the maximum aggregate term;
2. revision to Procurement Officer appointment or contact information; or
3. modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the Contract.



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In every case other than those listed in (1), (2), and (3) above, both parties' signature – or "approval" in ProcureAZ, in the case of a Change Order or Supplemental – are required to give it effect.

### 3.4 Click-Through Terms and Conditions

If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the Contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

### 3.5 Books and Records

- 3.5.1 **RETAIN RECORDS.** By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating for any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute.
- 3.5.2 **RIGHT TO AUDIT.** The retained books and records are subject to audit by State during that period. By A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.
- 3.5.3 **AUDITING.** Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

### 3.6 Contractor Licenses

Contractor shall maintain current all federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.





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**Specifically, Contractors shall have an "A" license for this contract from the Arizona Registrar of Contractors. Contractor is responsible to ensure all subcontractors have appropriate license(s) for the work of this contract.**

### 3.7 Inspection and Testing

Refer to Uniform Terms and Conditions

### 3.8 Ownership of Intellectual Property

Refer to Uniform Terms and Conditions

### 3.9 Subcontracts

3.9.1 SELECTION PLAN. In implementing the selection of subcontractors, the person or firm selected to perform the construction services shall use the subcontractor selection plan proposed by the selected person or firm in submitting its qualifications with those modifications to the procedures as the state and the selected person or firm agree.

3.9.2 SUBCONTRACTOR CHANGES AND ADDITIONAL NAMES. Contractor shall not enter into a Subcontract without first obtaining Eligible Agency or Owner's written consent with any prospective Subcontractor that is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.9.3 FLOW-DOWN. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.9.4 LICENSES. Contractor shall require Subcontractors to have appropriate license(s) from the Arizona Registrar of Contractors for the work of this contract.

### 3.10 Offshore Performance

Refer to Uniform Terms and Conditions



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### of Certain Work Prohibited

#### 3.11 Orders

- 3.11.1 ORDER SUFFICIENCY. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize Contractor to provide the Materials and perform the Services covered by that Order.
- 3.11.2 ORDER TERMS. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.
- 3.11.3 ORDERS ARE OBLIGATORY. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.
- 3.11.4 SPECIAL CASE. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in ProcureAZ as something other than a "Master/ Blanket" type.
- 3.11.5 NO MINIMUMS OR COMMITMENTS. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order.
- 3.11.6 NON-CONTRACTED MATERIALS OR SERVICES. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

#### 3.12 Other Contractors

- 3.12.1 State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to





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Order Contracting**

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**State Procurement Office**  
100 N 15<sup>th</sup> Ave., Suite 201  
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### 3.13 Work on State Premises and Property

- others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not impose an unreasonable burden on any one of them.
- 3.12.2 Eligible Agency shall not require any JOC Contractor to oversee the work of Agency's own work forces or their Contractors.
- 3.13.1 COMPLIANCE WITH RULES. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.
- 3.13.2 PROTECTION OF GROUNDS AND FACILITIES. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, State will be entitled to exercise its remedies under the Uniform Terms and Conditions, paragraph 8.5 Right of Offset.
- 3.13.3 FAMILIARITY WITH THE SITE. The Contractor, Subcontractors and Supplies shall be responsible for taking all appropriate field measurements necessary for the Job Order and shall be responsible for the accuracy of those measurements. Failure to adhere to this provision shall render any delays the responsibility of the Contractor. No allowance shall be made on behalf of the Contractor or Subcontractor for errors due to their negligence in failing to familiarize themselves with the existing site conditions. Signature on the Form of Job Order by the Contractor is representation that the Contractor has visited the site, become familiar with the local conditions under which the detailed scope of work is to be performed and correlated personal



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observations with requirements of the Job Order. By signing the Form of Job Order, the Contractor represents that the Job Order enables the Contractor to: determine the Job Order price, perform the Job Order, and otherwise fulfill all of its obligations to complete the Detailed Scope of Work within the Completion time.

3.13.4 UTILITIES. In connection with Familiarity to the Site, and as limited by A.R.S. Title 40, Chapter 2, Article 6.3 (Blue Stake), the Contractor shall be solely responsible for locating all utility lines and shall locate prior to commencing Job Order activity. This includes the hiring of a private locator, if needed, and shall include the price of private locating as a non-prepriced task item. This includes but is not limited to telephone and internet cables, sewer, storm sewer and drainage piping, water piping, gas piping, electrical lines. This includes above ground and below ground utilities. Contractor shall perform the work in such a manner as to avoid damaging utilities.

### 3.14 Federal Requirements

Work that is federally funded or subject to federal contracting requirements for a reason other than funding shall comply with Part 12, Exhibit IV to the Special Terms and Conditions-Supplemental Provisions for Federal Work.

For the Arizona Department of Transportation (ADOT) use of this contract, federal funds shall only be used for ADOT work classified as emergencies. The solicitation does not follow federal requirements for other ADOT work.

### 3.15 Eligible Agency Policies for Site Use, Building use and Constructions

If Job Order work is requested in building(s) subject to Eligible Agency Policies for Site Use, Building Use, and Construction, Contractor shall administer operations and construction practices in accordance with the Eligible Agency policies. For example, refer to <https://corrections.az.gov/about/reports-documents/ad-c-policies/departments-orders-index#700> for Arizona Department of Corrections Policies. Contractor is responsible to request policies from Eligible Agencies prior to commencing Job Order work.

### 3.16 Time of Commencement and Completion

Construction shall not commence until the Owner issues a signed Job Order and Notice to Proceed. The Contractor shall proceed and pursue with due diligence thereafter until completion. Substantial completion and final completion dates will be specified in each Job Order. The Contractor shall achieve substantial completion no later than the date mutually agreed to with the Owner. Contractor shall notify the Owner promptly in writing of any materials or services which are not available and could affect the completion date. Owner-approved written extensions for time provided for the completion of the Job Order work shall be the Contractor's sole remedy for delays. Increases or decreases for time shall be mutually agreed to, in advance, and in writing, with the Owner, for increases or decreases in the Detailed Scope of Work.



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### 3.17 Performance and Payment Bonds

Performance and payment bonds will be required of the Contractor at the sole discretion of the Owner, per Job Order, and submitted within five (5) days of request by Owner. See Exhibit II for required forms. The Performance and Payment Bonds shall have a penal sum equal to or greater than the Job Order Price, pursuant to A.R.S. 41-2574, and shall not include any design services or other related services included in the Contract.

The bonds required by this section shall be provided solely by one or more surety companies hold a Certificate of Authority to transact surety business in the State of Arizona used by the Director of the Department of Insurance pursuant to A.R.S. 20, Chapter 2, Article 1. The surety bond or bonds shall not be executed by individual surety or sureties, even if requirement of A.R.S. 7-101 are satisfied.

The cost of the Payment and Performance bonds shall be paid by the Owner to the Contractor as a Reimbursable Line Item without mark-up. The cost of the Payment and Performance bond shall be within the average range of local building industry standards and shall not exceed 2% of the Job Order price.

### 3.18 Contractor Personnel, Suppliers and Subcontractor Conduct

Contractor shall provide an adequate number of appropriately qualified and authorized individuals dedicated to the successful performance of the Contract. Contractor shall at a minimum, designate those specific Key Personnel required by the State along with all other Key Personnel who will supervise the work and support Contractor's performance of the services described herein. Contractor shall maintain a list of all such Key Personnel and their respective information and keep this list and the State updated in this regard throughout the Term of the Contract. Should the actions or inactions of Contractor's Key Personnel delay, compromise, aggravate or otherwise prove to be disharmonious to the Contractors successful performance of the required Services, at the State's reasonable request Contractor shall replace or reassign such Key Personnel. Any replacement Key Personnel shall be of comparable knowledge, skills, and abilities as the previous Key Personnel. All replacement Key Personnel shall be presented to the State for review and approval.

It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor shall provide mentally alert, physically fit, and qualified individuals to all key positions under this Contract to ensure contracted materials and services are provided according to the requirements of this Contract and sound business practices.

During the course of this Contract, Contractor maintains the right to determine the assignment of its employees in order to perform contract requirements. The Contractor shall not remove personnel essential to performance of this Contract without prior notice to the



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State. The State reserves the right to require the Contractor to remove from the Contract any Key Personnel found unacceptable by the State including but not limited to employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interests of the State. The Contractor shall replace any Key Personnel removed under this Contract with personnel of similar or higher qualifications, experience, and capabilities required by this Contract.

Contractor's and Subcontractor's personnel shall comply with all applicable statutes, administrative rules, regulations, policies, practices and general operating procedures of the State while providing goods and services under the Contract on the Owner's grounds or in its facilities. This includes but is not limited to any additional security requirements above and beyond that stated elsewhere in this Contract.

Contractor's current and subsequent personnel, as well as those of their duly recognized subcontractors, shall comply with all applicable statutes, administrative regulation, policies, practices and procedures while providing supplies and/or services under the contract. Notwithstanding any additional security requirements in the Scope of Work, as deemed necessary by the State, certain personnel with access to sensitive information and/or infrastructure of the State or Agency, shall be subject to background checks.

All Key Personnel shall possess a means of communicating by cellular telephone with State in advance of and while performing any work under this contract.

Contractor shall furnish and utilize daily safety glasses, hard hats, safety shoes, other sufficient protective gear, temporary protection measures, drinking water and temporary sanitation facilities for use by construction personnel throughout the Job Order duration.

Contractor shall provide up-to-date material safety data sheets (MSDS) as required for materials used for the Job Order.

Contractor shall have a detailed site-specific safety plan to address State and/or Federal safety laws related to the Job Order work.

Contractor personnel, subcontractors and suppliers shall follow all Owner work-place policies, procedures and standards including but not limited to no smoking, eating or drinking only in designated areas, sign-in and present identification, interact cordially and professionally with personnel, and parking only in designated locations.

Contractor personnel, suppliers and subcontractors shall carry valid photo identification while working on and around the Owner's property.

Within five (5) days of request by the Owner, the Contractor shall provide to the Owner the names, birthdays, Social Security Numbers, Driver's License Numbers, addresses and any



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other information require to perform a complete background check for all non-State personnel who will be present at the job site.

Contractor personnel and subcontractors shall dispose of all materials or debris in accordance with applicable local and EPA guidelines.

### 3.19 Training

Training sessions, including but not limited to maintenance and operation of new construction items, shall be provided by the Contractor. Contractor shall video and audio record training sessions to be included with the Operation and Maintenance Manuals if requested by the Owner or Eligible Agency. Contractor shall schedule all training considering Owner or Eligible Agency participant schedules.

### 3.20 Asbestos Containing Material and Hazardous Materials and Substances

Contractor is on notice that asbestos containing materials (ACM) may be present in property and buildings owned, occupied or operated by the State, and Eligible Agencies. ACM are not previously identified by inspection reports, Contractors shall assume that buildings contain ACM.

Contractor shall comply with all applicable federal, state, county and local regulations concerning ACM. Prior to commencement of work on a Job Order, the Contractor shall comply with the following:

3.20.1 Facilities owned by the State and Eligible Agencies may not be demolished, as defined by NESHAP, without the written authorization of the appropriate responsible individual.

3.20.2 Every State and Eligible Agency facility shall be inspected to determine if ACM is present prior to the disturbance of any surface by demolition, maintenance, renovation or abatement activities. If ACM is identified, it shall be properly abated by the State or Eligible Agency prior to the planned Job Order work.

3.20.3 The State or Eligible Agency building representative is the only source of ACM in its facilities. Prior to the start of Job Order work, Contractor shall request from the State or Eligible Agency building representative and review all ACM documentation.

3.20.4 If Contractor encounters materials not identified in the asbestos inspection report but potentially having ACM, the Contractor shall stop work and contact the State or Eligible Agency building representative.

3.20.5 All materials installed for Job Order and related work shall be asbestos free. Contractor shall provide notarized statement to this effect, refer to Operating Manual for General Contractor Job Order Contracting Attachment 4. Final payment shall not be processed until this statement is received. Should it be determined that ACM were installed by Contractor, Contractor shall be liable for all costs associated with,



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but not limited to, removal of, disposal of and fines or legal actions associated with using ACM.

3.20.6 Contractor shall notify State or Eligible Agency building representative if they encounter suspected hazardous material or substance. The rights and liabilities of the parties when a hazardous material or substance is encountered are specified by A.R.S. 32-1129.03.

- 3.21 Historical Buildings** If Job Order work is requested in building(s) registered with the State Historic Preservation Office or Arizona Register of Historic Places, Owner and Contractor shall administer construction practices and materials in accordance with the State Historic Preservation Office. Regulations can be found at <https://azstateparks.com/shpo/>.
- 3.22 Rebates** Contractor shall facilitate the Utility Rebate process on all Job Order work. Contractor shall identify available rebates by contacting the utility providers, submit all material data and other information necessary for the rebate program, coordinate with the utility provider and rebate program to collect the rebate, and transfer rebate to the Owner.
- 3.23 Performance Evaluation** Construction Contractor Engagement Survey shall be used by the State as a mechanism for contract users to engage the Contractor regarding the recent performance for an issued and substantial complete Job Order and the State of Arizona Procurement Officer to review and provide feedback or establish corrective action as determined. The Eligible Agency project manager or designated Owner's representative shall rate the Contractor with the determiners and weighting called out on the survey for any substantial complete Job Order project exceeding \$25,000.00. The survey should be completed by the Eligible Agency prior to final payment but at a minimum no later than project closeout. The Eligible Agency project manager or designated Owner's representative shall submit the final scored survey simultaneously to the Contractor and to the State's email address indicated on the survey. If one or more scores of "u" (unsatisfactory performance) are listed for the substantial complete Job Order, the Contractor shall address each "u" in writing on the original form's Contractor comments section, and submit to the State of Arizona Procurement Officer within ten (10) days of receipt, as to how the Contractor will resolve the actions/issues to the satisfaction of the State. If the total survey score is 76% or less, Contractor shall be required to meet with the State Procurement Officer administering the contract to address the actions or issues. Through submission of an offer and the state's acceptance and award of a contract to the Offeror under this solicitation, the Contractor expressly authorizes the State Procurement Office to post on the State of Arizona Department of Administration Internet Website, the continuing Construction Contractor Engagement Survey Job Order final cumulative score for any substantial or final complete Job Order(s) project(s) exceeding





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\$25,000.00 for a time period up to one year after the contract expiration. Contractor may appeal a Construction Contractor Engagement Survey to the State Procurement Officer in accordance with the State's Protest policy.

### 3.24 Design Professional Submittals and Administration

Design submittals for statutory or other design review shall be coordinated with the Eligible Agency Project Manager through PROCORE, the State's (General Services Division) on-line project management software. Refer to training guides at [www.procore.com](http://www.procore.com). Design professionals shall provide and use the appropriate AIA documents for submittal of construction payment application(s), change orders(s), construction change directives, substantial and final completion to the Owner for final statutory review approval and processing through PROCORE.

### 3.25 Warranty

- 3.25.1 Contractor shall provide any written and signed standard warranty, and any written notarized and signed special warranty document(s) required for a project after substantial completion but prior to final acceptance of the work, stating warranty coverage for materials and defects in accordance with the plans and specifications. Warranty requirements not listed in the plans and specifications shall be the greater duration of either the manufacturer standard warranty period or one (1) year from the date of final acceptance of the work.
- 3.25.2 Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This workmanship warranty shall continue for a period of two (2) years from the date of final acceptance of the work.
- 3.25.3 The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to state-owned or controlled real or personal property, when that damage is the result of –
- 3.25.3.1 The Contractor's failure to conform to contract requirements; or
- 3.25.3.2 Any defect of equipment, material, workmanship, or design furnished by the contractor or subcontractor or supplier at any tier.
- 3.25.3.3 This warranty shall not limit the state's rights under any other clause of this contract with respect to latent defects, gross mistakes, or fraud.
- 3.25.3.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one (1) years from the date of repair or replacement.



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### 3.26 Liquidated Damages

- 3.25.3.5 The Procurement Officer or the state's designated representative shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- 3.25.3.6 If the Contractor fails to remedy any failure, defect, or damage of material or design furnished by Contractor or subcontractor or supplier at any tier within a reasonable time after receipt of notice, the state shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- 3.26.1 If the Contractor shall neglect, fail or refuse to substantially complete the work within the time(s) specified in the Notice to Proceed, or any proper extension granted by Change Order, then the Contractor shall, as part consideration for the award of this contract, pay to the State a sum of not less than \$200.00 per calendar day, not as a penalty, but as liquidated damages for such breach of contract, for each and every calendar day that the Contractor shall fail after the time(s) stipulated in the Notice to Proceed.
- 3.26.2 If the Contractor shall neglect, fail or refuse to totally and finally complete the work within the time(s) specified in the Notice to Proceed, or any proper extension granted by Change Order, then the Contractors shall, as part consideration for the award of this contract, pay to the State a sum of not less than \$200.00 per calendar day not as a penalty, but as liquidated damages for such breach of contract, for each and every calendar day that the Contractors shall fail after the time(s) stipulated in the Notice to Proceed.
- 3.26.3 If the contract is not terminated, the Contractor shall continue performance and be liable to the state for the liquidated damages until the products are delivered or the services performed.
- 3.26.4 In the event the State exercises its right of termination, the Contractor shall be liable to the State for any excess costs, and in addition, for liquidated damages a sum of not less than \$200.00 per calendar day, until such time the State may reasonable obtain delivery or performance of similar supplies or services.

### 3.27 Delay, Recovery of Damages by Contractor

The Eligible Agency and the awarded contractor may enter into negotiations pursuant to Arizona Revised Statutes § 41-2617 in the event the contractor seeks recovery of damages related to expenses incurred by the contractor for a delay for which the state governmental unit is responsible which is unreasonable under the circumstances and which was not within the contemplation of the parties to the contract. This section shall not be construed to void any provision in the contract which requires notice of delays, provides for arbitration or other procedure for settlement or provides for liquidated damages.





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### 3.28 Adjustment to the Adjustment Factors

#### 3.28.1 Adjustment Factor Increase

The State Procurement Office may review a fully documented request for an adjustment factor increase only after the contract has been in effect for one (1) year. An adjustment shall only be considered if submitted in writing by the contractor a no later than thirty (30) days prior to the date of the current contract period expiration and shall be a factor in the extension review process. The State Procurement Office shall determine whether the requested adjustment factor increase or an alternate option is in the best interest of the state. Any adjustment factor increase, if approved, will be effective upon the effective date of the contract extension.

#### 3.28.2 Adjustment Factor Reductions

Adjustment factor reductions may be submitted to the state for consideration at any time during the contract period. The Contractor shall request, in writing, an adjustment factor reduction, and the reduction shall remain in effect through the current contract period expiration date.

### 3.29 Region Award Supplements

The State reserves the right to issue any supplementary Request for Qualifications solicitation(s) for additional awards in any Arizona Registrar of Contractor licensing category, inclusive of any licensing category under which awards may be made for this solicitation for any of the seven (7) regions as determined in the best interest of the state.

### 3.30 Work on Native American Tribal Land

Work that is performed within Native American tribal land may subject the Contractor to the laws, procedures and regulations of that Tribal Nation. Prior to the Joint Scope Meeting and submitting the Job Order Proposal, the Contractor shall become aware of any labor requirements, taxes, fees, licenses, permits and/or conditions that may be imposed by the Tribal Nation, Native American Community and/or Tribal Reservation for work performed at these locations. It is the responsibility of the Contractor to contact the Tribal Nation. Costs to comply with the laws, procedures and regulations shall be included in the Job Order Proposal by utilizing the prices in the CTC or as reimbursable task(s) with no mark-up.

### 3.31 Specifications

Refer to Part 8 Specifications.

## 4.0 Costs and Payments

### 4.1 State Contract Administrative Fee

Contractor shall pay an Administrative Fee in the amount of one percent (1%) of the total contract sales. Requirements are included in the Operating Manual for Horizontal Job Order Contracting, SECTION 17 "COOPERATIVE PURCHASING".

Failure to remit Administrative Fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract including a third-party audit of all contract activity. Should an audit be required by



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the State, the contractor shall reimburse the State for all costs associated with the audit up to \$5,000.00 or one percent (1%) of the contract's estimated value, whichever is higher.

**4.2 Payments** Refer to PART 6 Compensation Document.

**4.3 Applicable Taxes** Refer to Uniform Terms and Conditions

### 5.0 Contract Changes

**5.1 Contract Amendments** Refer to Uniform Terms and Conditions

**5.2 Assignment and Delegation**

5.2.1 IN WHOLE. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2 IN PART. Subject to paragraph 3.10 Subcontracts, with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

### 6.0 Risk and Liability

**6.1 Risk of Loss** Refer to Uniform Terms and Conditions

**6.2 Contractor Insurance**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor



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from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

**MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

### **1. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. Such additional insured endorsements for Commercial General Liability and Excess/Umbrella coverages shall be the equivalent to ISO forms CG 20 10 04 13 and CG 20 37 04 13.
- d. The additional insured requirement and the products/completed operations coverage for Commercial General Liability and Excess/Umbrella coverages is for the duration of the Contract and through the applicable Statute of Repose, or for an additional (9) years following completion of the Work, whichever is greater (Construction Statute ARS 12-552).
- e. The policy shall not exclude claims resulting from explosion, collapse, or underground activities.



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- f. If the policy is subject to a deductible or self-insurance retention, the Contractor is responsible for the payment of such deductible or self-insurance retention.

## **2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)            \$1,000,000

- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. If the policy is subject to a deductible or self-insurance retention, the Contractor is responsible for the payment of such deductible or self-insurance retention.
- d. If the Contractor, or anyone working on the Contractor's behalf, will engage in transportation of hazardous materials, the policy shall include the following endorsements:
  - CA 99 48 Pollution Liability – Broadened Coverage for Covered Autos
  - MCS-90 (Motor Carrier Act) (See ADOA Insurance Module; \$5MM limits requirement).

## **3. Worker's Compensation and Employers' Liability**

	Workers' Compensation	Statutory
	Employers' Liability	
▪	Each Accident	\$1,000,000
▪	Disease – Each Employee	\$1,000,000
▪	Disease – Policy Limit	\$1,000,000



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ADSPO18-00007536

Description:  
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Repair, Maintenance and Construction Job  
Order Contracting**

Arizona Department of Administration  
**State Procurement Office**  
100 N 15<sup>th</sup> Ave., Suite 201  
Phoenix, AZ 85007

- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).
- c. If the policy is subject to a deductible or self-insured retention, the contractor is responsible for the payment of such deductible or self-insured retention.

#### **4. Builders Risk**

**If the Job Order includes the construction, renovation, rehabilitation and/or repairs of specified buildings or structures, the Contractor shall provide a Builders Risk policy in the amount at least equal to the Job Order Price. The direct cost of such Builder's Risk policy shall be reimbursed by the Owner as a reimbursable line item without markup.**

- a. Policy shall contain an Additional Insured endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.
- b. The State of Arizona and the Department shall be named as loss payee as our interest may appear.
- c. Coverage shall be written on an all risk, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing/commissioning.
- d. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.
- e. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.
- f. The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
- g. Policy shall contain a Waiver of Subrogation endorsement, as required by written agreement, in favor of the State of Arizona, and its departments, agencies, boards,



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commissions, universities, officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.

- h. Contractor is responsible for the payment of all deductibles under the Installation Floater.

### 5. Contactor's Pollution Liability

▪	Per Occurrence	\$1,000,000
▪	General Aggregate	\$2,000,000

- a. For losses caused by pollution conditions that arise from the operations of the Contactor as described in the Job Order.
- b. Coverage must be identified specific to operations as described in the Job Order.
- c. Coverage shall be included for pollution losses arising out of completed operations.
- d. The policy is to be written on an "occurrence" basis with no sunset clause. In the event that the Pollution Liability insurance required by the Job Order is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Job Order. Either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of ten (10) years beginning at the time the Job Order is terminated.

### **Professional Liability (Errors and Omissions Liability)**

**If the Job Order work includes Contractor-provided design, as requested by Owner or Eligible Agency-**

- a. Every professional liability policy must:
  - i) If written on a claims-made basis, be warranted by Contractor to the effect that any retroactive date under policy precedes the effective date of the Contract, and continuous coverage will be maintained or an extended discovery period will be exercised for 2 (two) years beginning when work under the Contract is completed.
  - ii) Expressly cover professional misconduct or negligent acts for all key personnel or named positions called out in the Scope of Work.

	Professional Liability	
	Errors and Omissions	
▪	Each Claim	\$2,000,000





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▪	Annual Aggregate	\$2,000,000
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**ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

- a. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- b. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**NOTICE OF CANCELLATION:** Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

**ACCEPTABILITY OF INSURERS:** Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.



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Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**Approval and Modifications:** The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

### 6.3 Basic Indemnification

6.3.1 CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees and costs of claim processing, investigation, and litigation)(hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that





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Contractor will be responsible for primary loss investigation, defense, and judgement costs where this indemnification is applicable. In consideration of the award of the contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

- 6.3.2 PUBLIC AGENCY. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

#### 6.4 Patent and Copyright Indemnification

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
3. State may elect to participate in such action at its own expense; and
4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

#### 6.5 Force Majeure

- 6.5.1 DEFINITION. For this paragraph, "force majeure" means an occurrence that is (a) beyond the control of the affected party, (b) occurred without the party's fault or



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negligence, and (c) something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.6 Performance in Public Health Emergency, declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

- 6.5.2 RELIEF FROM PERFORMANCE. Except for payment of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
- 6.5.3 EXCUSABLE DELAY IS NOT DEFAULT. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
- 6.5.4 DEFAULT DIMINISHES RELIEF. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.



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### 6.6 Third Party Antitrust Violations

Refer to Uniform Terms and Conditions

### 7.0 Warranties

#### 7.1 Conformity to Requirements

Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract and approved in writing by the Owner, the Materials and Services will for 2 (two) years after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

#### 7.2 Contractor Personnel

Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

#### 7.3 Intellectual Property

Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

#### 7.4 Licenses and Permits

Contractor warrants that it will maintain all licenses required under paragraph 3.6 Contractor Licenses and all required permits valid and in force.

#### 7.5 Operational Continuity

Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.2 Assignment and Delegation that expressly recognizes the event.

#### 7.6 Performance in Public Health Emergency

Contractor warrants that it will:



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- 7.6.1 have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
- 7.6.2 provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 Force Majeure for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.

### 7.7 Lobbying

#### 7.7.1 PROHIBITION.

(a) Contractor warrants that:

- i. it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and
- ii. upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.

(b) Contractor shall implement and maintain adequate controls to assure compliance with (a) above.

(c) Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.7.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

### 7.8 Survival of Warranties

Refer to Uniform Terms and Conditions



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### 7.9 After Substantial Completion

Refer to Uniform Terms and Conditions

### 8.0 State's Contractual Remedies

Refer to Uniform Terms and Conditions

### 9.0 Contract Termination

### 9.1 Cancellation for Documented Poor Performance

The State shall use Contractor Performance Scorecard in accordance with Special Terms and Conditions paragraph 3.23 to rate Contractor performance. Poor performance can result in cancellation of Contractor's JOC contract.

### 10.0 Contract Claims

### 10.1 Claim Resolution

Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.

### 10.2 Mandatory Arbitration

In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.

### 11.0 Arbitration

Refer to Uniform Terms and Conditions

### 12.0 Comments Welcome

Refer to Uniform Terms and Conditions

**End of Special Terms and Conditions**



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## PART 4- UNIFORM TERMS AND CONDITIONS

### 1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

- 1.1 Attachment** "Attachment" means any item the solicitation requires the Offeror to submit as part of the Offer.
- 1.2 Contract** "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 Contract Amendment** "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 Contractor** "Contractor" means any Person who has a Contract with the State.
- 1.5 Days** "Days" means calendar days unless otherwise specified.
- 1.6 Exhibit** "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 Gratuity** "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 Materials** "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 Procurement Officer** "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 Services** "Services" has the meaning given in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described



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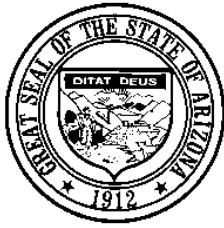
in A.R.S. § 41-2503(7) to the extent those things are included in the Work, which, for convenience of reference only, is "... all property, including equipment, supplies, printing, insurance, and leases of property [but] does not include land, a permanent interest in land or real property or leasing space." Materials includes software, except that If software is sold or provided as a service, then to the extent it consists of encoded information or computer instructions it is included in "Materials" and to the extent it is a service it is in "Services".

- 1.11 State** "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.12 State Fiscal Year** "State Fiscal Year" means the period beginning with July 1 and ending June 30.
- 1.13 Subcontract** "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

### 2.0 Contract Interpretation

- 2.1 Arizona Law** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Terms** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence** In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:  
2.3.1. Refer to Special Terms and Conditions.
- 2.4 Relationship of Parties** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract..
- 2.6 No Parole Evidence** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this



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document and no other understanding either oral or in writing shall be binding.

**2.7 No Waiver**

Either party’s failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**3.0 Contract Administration and Operation**

**3.1 Records**

Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

**3.2 Non-Discrimination**

The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

**3.3 Audit**

Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any subcontractor’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

**3.4 Facilities Inspection and Materials Testing**

The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor’s facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

**3.5 Notices**

Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise





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stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

**3.6 Advertising,  
Publishing and  
Promotion of  
Contract**

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

**3.7 Property of the  
State**

Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

**3.8 Ownership of  
Intellectual  
Property**

Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

**3.9 Federal  
Immigration and  
Nationality Act**

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any



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subcontractors be found noncompliant, the State may pursue 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.

### **3.10 E-Verify Requirements**

In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

### **3.11 Offshore Performance of Work Prohibited.**

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

## 4.0 Costs and Payments

### **4.1 Payments**

Refer to Special Terms and Conditions and Compensation Document.

### **4.2 Delivery**

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

### **4.3 Applicable Taxes**

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. 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 the State 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.



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4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law

**4.4 Availability of  
Funds for the  
Next State fiscal  
year**

Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

**4.5 Availability of  
Funds for the  
current State  
fiscal year**

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements

5.0 Contract Changes

**5.1 Amendments**

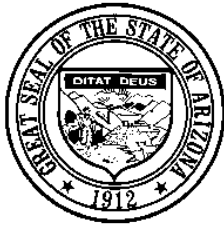
This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

**5.2 Subcontracts**

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

**5.3 Assignment and  
Delegation**

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

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### 6.0 Risk and Liability

- 6.1 Risk of Loss** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification**
- 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification – Patent and Copyright** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4 Force Majeure**
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or



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refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall **not** include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

### **6.5 Third Party Antitrust Violations**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

### **7.0 Warranties**

#### **7.1 Liens**

The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

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**7.2 Quality**

Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

**7.3 Fitness**

The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

**7.4 Inspection/Testing**

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

**7.5 Compliance with Laws**

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

**7.6 Survival of Rights and Obligations after Contract Expiration or Termination**

- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.



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**7.7 After Substantial Completion** 7.6.3. After substantial completion, or following Commissioning Agent’s notification of deficiency(s), Contractor warrants that any deficiency(s) will be resolved within 30 days of Contractor’s notice.

8.0 State's Contractual Remedies

**8.1 Right to Assurance** If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State’s option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

**8.2 Stop Work Order** 8.2.1. The State 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 period(s) of days indicated by the State after the order is delivered to the Contractor. 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.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

**8.3 Non-exclusive Remedies** The rights and the remedies of the State under this Contract are not exclusive.

**8.4 Nonconforming Tender** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

**8.5 Right of Offset** The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor’s non-conforming performance or failure to

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perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

**8.6 Liquidated Damages**

If the Contractor neglects, fails, or refuses to complete the Work within the Contract Time(s), or any extension granted by Change Order, then the Contractor shall, as part consideration for the award of this contract, pay to the Owner a sum to be determined and as stated in the Special Terms and Conditions, not as a penalty, but as liquidated damages for such breach of Contract, for every calendar day that the Contractor fails to complete the Work.

9.0 Contract Termination

**9.1 Cancellation for Conflict of Interests**

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

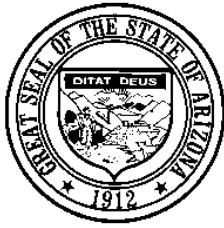
**9.2 Gratuities**

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

**9.3 Suspension or Debarment**

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.



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**9.4 Termination for Convenience**

The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

**9.5 Termination for Default**

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

**9.6 Continuation of Performance Through Termination**

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 Contract Claims

**10.1 Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

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11.0 Arbitration

**11.1 Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12.0 Comments Welcome

**12.1 Comments  
Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

**End of Uniform Terms and Conditions**



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### PART 5- SCOPE OF WORK

1. A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform on-going services on individual projects at different locations throughout the State of Arizona.
  - a. The State is divided into seven (7) different regions and contracts are awarded by region.
  - b. Throughout the regions, the State of Arizona is very diverse in its repair, maintenance and construction needs on roads, bridges and parking lots. Projects could include, but are not limited to, building concrete structures, installing overhead sign structures, roadside development projects, bridge repairs, asphalt paving projects and installation of traffic safety features.
  - c. Size of projects range from small to large and are located in and around a wide range of weather and transportation conditions all over the State.
  - d. Additionally, Cooperative Program members include schools, cities and counties with their diverse range of needs will have ability to utilize these contracts.
2. The Construction Task Catalog (CTC) and CTC Technical Specifications are provided by The Gordian Group, in accordance with the firm's contract to provide a unit price book and Job Order Contracting related services. The Technical Specifications are a minimum standard in the event the Owner does not provide technical specifications for the work. Activities performed under this contract for the Arizona Department of Transportation (ADOT) shall be done in accordance with ADOT practices and ADOT 2008 Standard Specifications for Road and Bridge Construction, excluding Division 1. Refer to Solicitation Part 8 – Specifications for more information.
  - a. The unit prices in the Construction Task Catalog are based on local labor, material, and equipment costs and include the direct cost of construction only.
3. The scope of job order services may include individual job orders for repair, maintenance and construction needed on roads, bridges and parking lots.
4. The highest-ranking Contractors per region will provide Adjustment Factors for each separate region based on Normal and Other than Normal Working Hours, for Owner and Federally funded projects. For the Arizona Department of Transportation (ADOT) use of this contract, federal funds

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shall only be used for ADOT work classified as emergencies. The solicitation does not follow federal requirements for other ADOT work. The Adjustment Factor will be used to calculate the Job Order Price in accordance with the Operating Manual for Horizontal Job Order Contracting (Refer to Section 5).

5. As projects are identified, the Contractor will attend a Joint Scope Meeting with those involved with the project including the Owner and Design Professionals. The Owner will prepare a Detailed Scope of Work and issue a Job Order Proposal Request to the Contractor. The Contractor will then prepare a Job Order Proposal for the project to include but not be limited to a price proposal, schedule, sketches or drawings, list of proposed subcontractors, and other requested documentation. If the Job Order Proposal is found to be acceptable, a Job Order may be issued.
6. A Job Order will include the Detailed Scope of Work, Job Order Price, and the Job Order Completion Time. The Job Order Price is determined by multiplying the preset Unit Prices in the Construction Task Catalog by the appropriate quantities and by the appropriate Adjustment Factor(s). The Job Order Price will be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each project. Changes, deletions, or additions to the Detailed Scope of Work will be contained in Supplemental Job Orders.
7. If projects require plans and specifications, all design work shall be performed under the direction of a Design Professional appropriately licensed in the State of Arizona. All State projects requiring a Design Professional, either hired by the Owner or as requested to be provided by the Contractor is subject to Statutory Review.
8. Contractors may also be called upon to complete emergency work. In these circumstances, the work will be completed to address the emergency and the Job Order Proposal will be due within five (5) days of emergency work completion.
9. Maintenance agreements are excluded from this contract.
10. This contract is for services and shall not to be used for equipment-only purchases.
11. Contractors are required to work in all areas of the Region for which the Contractor is awarded. In submitting an Adjustment Factor for a specific region, Contractor recognizes that a region may have extreme remote locations.
12. In addition to State funding and associated rules, funding for these projects may be solely or in part by Federal funds. This requires compliance with Federal rules and regulations including but not limited to wages and record keeping. For the Arizona Department of Transportation (ADOT)

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use of this contract, federal funds shall only be used for ADOT work classified as emergencies.  
The solicitation does not follow federal requirements for other ADOT work.

**END OF SCOPE OF WORK**

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## PART 6- COMPENSATION DOCUMENT

### 1.0 CONTRACTOR'S COMPENSATION

#### 1.1 Compensation Method

Contractor will be compensated for the satisfactorily carrying out its obligations under the Contract by the following method:

- 1.1-A  Lump Sum Invoice with Schedule of Values

#### 1.2 Pricing

##### 1.2-A Pricing--All-Inclusive:

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Job Order Work and all aspects of Contractor's offer as accepted by State. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

#### 1.3 Measurement and Payment

Payment for work shall be in accordance with Operating Manual for Horizontal Job Order Contracting SECTION 12 "Measurement and Payment".

### 2.0 INVOICING

#### 2.1 Invoicing (General)

Invoicing for work shall be in accordance with Operating Manual for Horizontal Job Order Contracting SECTION 12 "Measurement and Payment".

- 2.1-A Problems regarding billing or invoicing shall be directed to the Agency as listed on the Purchase Order.
- 2.1-B Invoices not sent to the proper address, or not containing the necessary and required information will be rejected by the owner and returned for correction. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the State for late or finance charges.
- 2.1-C Contractor shall review and insure that the invoices for Services provided show the correct Contractor name prior to sending them for payment.

	<p style="text-align: center;"><b>Request for Qualifications</b></p> <p style="text-align: center;">Solicitation No. <b>ADSP018-00007536</b></p> <p style="text-align: center;">Description: <b>Statewide Bridge, Road and Parking Lot Repair, Maintenance, and Construction Job Order Contracting</b></p>	<p style="text-align: center;">Arizona Department of Administration <b>State Procurement Office</b> 100 N 15<sup>th</sup> Ave., Suite 201 Phoenix, AZ 85007</p>
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- 2.1-D State will not make payments to any Entity, Group, or individual other than Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group, or individual other than the contractually specified Contractor shall be returned to Contractor for correction. If Contractor Name and FEI Number change, Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.
- 2.1-E Contractor shall certify all invoices have been examined, and to the best of Contractor's knowledge and belief, the reported expenditures are valid, based upon Contractor's official and auditable accounting records (books of account), and are consistent with the terms of the Contract.

### 3.0 PAYMENTS

#### 3.1 **Payment**

Payment for work shall be in accordance with Operating Manual for Horizontal Job Order Contracting SECTION 12 "Measurement and Payment".

END OF COMPENSATION DOCUMENT

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**PART 7**  
**OPERATING MANUAL FOR HORIZONTAL JOB ORDER CONTRACTING**

**Request For Qualifications (RFQ): ADSP018-00007536**  
**Statewide Bridge, Road and Parking Lot Repair, Maintenance**  
**and Construction Job Order Contracting**

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**OWNER**

**DEPARTMENT OF ADMINISTRATION**  
**for and on behalf of the**  
**STATE OF ARIZONA**





## OPERATING MANUAL

### (GENERAL CONTRACTOR JOB ORDER CONTRACTING)

- **This Operating Manual is a legally binding contract document and is one of the Contract Documents.**
- **All Detailed Scopes of Work under each Job Order and the other activities of Contractor under the JOC Program and all activities of Owner and the Design Professional, relating to the JOC Program must be in accordance with the requirements in all of the Contract Documents, regardless of whether the requirements are included in this Operating Manual or in another JOC Contract Document.**
- **Statements of Qualifications (SOQs) submitted in responses to the solicitation do not modify or change any of the other Contract Documents. Nothing in the SOQs shall be construed to replace or supersede any provision of any of the other Contract Documents or Job Orders. If there is a conflict between anything in the SOQs and any provision of any other Contract Document or Job Order, the provision of the other Contract Documents and Job Orders shall be given effect and the conflicting material in the SOQs will not be given effect.**

Contractor agrees to perform Job Orders and the Contractor's obligations and to comply with the terms and conditions applicable to Contractor under this Operating Manual and the other Contract Documents. Owner agrees to perform its obligations and to comply with the terms and conditions applicable to Owner under this Operating Manual and the other Contract Documents.

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## SECTION 1 DEFINITIONS

- 1.1 The following terms will have the following meanings when used in the Operating Manual. However, to the extent that a term is defined differently in a separate Contract Document, the definition used in that document will be controlling. Terms defined below or in the Contract Documents are sometimes used without initial capitals. In each such case, they will have their respective defined meanings.
- 1.2 If not specifically defined, terms, words and phrases in the Contract Documents will have their ordinary and common meanings, with undefined words, phrases and abbreviations interpreted consistent with construction and design industry standards and technical and trade meanings.
- 1.3 Each reference in a Contract Document to a section, appendix, attachment or exhibit is a reference to the respective section in appendix, attachment or exhibit attached to that Contract Document.
- A. **“Adjustment Factor”** – means the adjustment factor supplied by Contractors in the Negotiations phase of the Request for Qualifications, and as modified by amendment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- B. **“ADOA Project”** – means a Project completed for ADOA where the Contractor is not required to pay the eziQC® License Fee or the State Administrative Fee.
- C. **“All Working Hours”** means all day Monday through Friday, Saturday, Sunday, and Owner Holidays.
- D. **“Construction Schedule”** means a graphic construction schedule showing the completion of the Detailed Scope of Work within the Job Order Completion Time.
- E. **“Construction Start Date”** means the date specified in a Job Order for the Contractor to begin the Detailed Scope of Work.
- F. **“Contract”** means the Agreement between the State and Contractor as a result of the Request for Qualifications, as modified from time to time by Amendments.
- G. **“Contract Date”** means the effective start date of the Contract.
- H. **“Contractor”** means the contractor named on the Offer and Acceptance page of the Contract.
- I. **“Contractor’s Project Manager”** means the person designated as Contractor’s Project Manager for the JOC program. Contractor’s Project Manager is responsible for the daily oversight of the Site Manager.
- J. **“Day”** means a calendar day unless specifically otherwise provided herein or by law.
- K. **“Detailed Scope of Work”** means a document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- L.
- M. **“Design Professional”** means the person employed by the firm engaged by the customer under separate contract to perform Design Services relating to the Detailed Scope of Work for a Job Order and who is designated as the Design Professional in the Job Order. For some Job Orders, there will be no Design Professional (see Owner Representative definition below).
- N. **“Design Services”** means professional architect services and/or professional engineer services that are within the scope of architectural practice or engineering practice,

respectively, as provided in Arizona Revised Statutes Title 32, Chapter 1. Design Services includes preparation of the Drawings and Specifications for the Detailed Scope of Work. Contractor will not provide Design Services in the JOC Program. Owner will arrange for such Design Services as Owner determines are needed for each Job Order.

- O. **“Drawings”** means the drawings, if any, referenced in the Detailed Scope of Work and attached thereto.
1. The drawings referenced in the Detailed Scope of Work may be detailed drawings prepared by a Design Professional on behalf of Owner, approved by Owner and Owner Representative and, when required by law, stamped and sealed as required by law, including a hard copy and a set in electronic format.
  2. Alternatively, for some Job Orders there will be no drawings prepared by a Design Professional, in which case Owner will deliver to Contractor a Detailed Scope of Work that may reference line drawings and/or include a written description of the work.
- P. **“Estimated Annual Value”** means an estimate of the value of Job Orders that could be issued to the Contractor each year.
- Q. **“JOC Program”** means Owner’s job order contracting construction services program under the Contract Documents.
- R. **“Job Order”** means a written order, signed by the Owner, requiring the Contractor to complete the Detailed Scope of Work for the Job Order Price within the Job Order Completion Time. Each Job Order will consist of a written Detailed Scope of Work, the Job Order Price and a purchase order from the owner to the contractor, Drawings and any other documents indicated on the Job Order Form.
- S. **“Job Order Completion Time”** means the time frame specified in the Job Order by which the Contractor shall have started and completed the Detailed Scope of Work, including, without limitation, all deficiency, correction and incomplete items (PunchList).
- T. **“Job Order Development Services”** means all activities of Contractor prior to the Owner issuing a Job Order for a particular project as set forth in Section 8 the Procedures to Develop all Job Orders. This will include, without limitation: (i) assisting the Owner in determining whether to complete a Project in Job Order Contracting, (ii) preparing or assisting in the preparation of a Detailed Scope of Work, (iii) and preparing or revising a Job Order Proposal. Job Order Development Services does not include performance of the Detailed Scope of Work.
- U. **“Job Order Price”** means the fixed price appearing in the Job Order that the Contractor will be paid by the Owner for the successful completion of the Detailed Scope of Work within the Job Order Completion Time.
- V. **“Job Order Price Proposal”** means a price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- W. **“Job Order Proposal”** means a set of documents including at least: (a) Job Order Price Proposal; (b) required drawings, sketches, or layouts; (c) list of anticipated Subcontractors; (d) Construction schedule; (e) technical data or information on proposed materials or equipment, and (f) other requested documents.
- X. **“Job Order Proposal Request”** means a written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
- Y. **“Joint Scope Meeting”** means a site meeting to discuss the Work before the Detailed Scope of Work is finalized.

- Z. "**Legal Requirements**" means all regulations, policies and practices of Owner and all applicable rules, laws, codes, ordinances and regulations of any governmental or quasi-governmental entity, federal, state and local, having jurisdiction over Contractor, any Subcontractor, any Job Order or the Detailed Scope of Work, the practices involved thereunder, or any other action performed by Contractor or any Subcontractor. Legal Requirements does not include sales, use, consumer, income and other taxes.
- AA. "**Management Plan**" means the management plan submitted in the Contractor's SOQ, with such modifications as are negotiated and agreed to by the Owner at time of contract award, unless otherwise modified in writing by mutual agreement.
- BB. "**Minimum Contract Value**" means the minimum value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract.
- CC. "**Minor Change**" means a change in the Detailed Scope of Work having no impact on the Job Order Price or Job Order Completion Time or Owner's approved design intent, as determined by Owner.
- DD. "**Non Prepriced Task**" means an item of Work required by the Detailed Scope of Work but not included in the Construction Task Catalog®.
- EE. "**Non-State Agency Project**" – means a Project completed for a non-State agency where the Contractor is required to pay both the eziQC® License Fee and the State Administrative Fee. On the pricing document, the Adjustment Factors for Non-State Agency Projects are adjusted to compensate the Contractor for the eziQC® License Fee and the State Administrative Fee.
- FF. "**Normal Working Hours**" means the hours from 7:00 a.m. to 5:00 p.m. Monday through Friday, except for Owner holidays.
- GG. "**Operating Manual**" means this Operating Manual (General Contractor Job Order Contracting) (including, without limitation, the appendices), as modified from time to time by Amendments.
- HH. "**Option Period**" means an additional period of time beyond the Contract Term which extends the termination date of the Contract.
- II. "**Other than Normal Working Hours**" means the hours of 5:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Owner Holidays.
- JJ. "**Other State Agency Project**" – means a Project completed for another State agency where the Contractor is required to pay the eziQC® License Fee but not the State Administrative Fee. On the pricing document, the Adjustment Factors for Other State Agency Projects are adjusted to compensate the Contractor for the eziQC® License Fee.
- KK. "**Owner**" means the organization as defined in the Job Order. The Owner may be ADOA, another State agency, or a Non-State agency.
- LL. "**Owner Representative**" means the person who is designated as the Owner Representative in the Job Order. The Owner Representative performs the roles and duties of the Design Professional proscribed in this Operating Manual when no Design Professional is listed in the Job Order. Communication given and roles performed by the Owner Representative are deemed to come from and be performed by the Owner.
- MM. "**Prepriced Task**" means an item of Work included in the Construction Task Catalog® for which a unit price is given.
- NN. "**Price Proposal**" means a price proposal prepared by the Contractor that includes the Prepriced Tasks, Non Prepriced Tasks, quantities and appropriate Adjustment Factors

required to complete the Detailed Scope of Work prepared in accordance with the Procedures to Develop all Job Orders.

- OO. "**Procurement Officer of Record**" means the Procurement Officer who is responsible for the administration of the statewide Job Order Contracting program.
- PP. "**Project**" means the collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- QQ. "**Punch List**" means the list of deficiency, correction and incomplete items developed as provided in Section 10 "Inspections".
- RR. "**Secure Locations**" means those buildings and grounds (sites) that require specific security-related criteria where access to the work site or the site's daily operations negatively affects the Contractor's productivity on a daily basis. These include but are not limited to public access and operations security. These locations require the Contractor to follow stipulated requirements to perform work at the site, without exception. Examples of such sites include but are not limited to those for the State Facilities at Sky Harbor Airport (Department of Emergency and Military Affairs), Arizona Department of Corrections and Arizona Department of Juvenile Corrections. At the Joint Scope Meeting, any areas of work that are considered secure locations will be identified.
- SS. "**Statement of Qualifications**" means all information and documents submitted by Contractor relating to Request for Qualifications #ADSP018-00007536 including, without limitation, Contractor's formal sealed qualifications package and all other qualifications documents, that is, all documents and materials delivered by Owner to Contractor or by Contractor to Owner in connection with Owner's RFQ selection process.
- TT. "**Site**" means the location, or locations, where the Detailed Scope of Work or a portion thereof will be performed.
- UU. "**Site Manager**" means the individual designated as Contractor's site manager for the JOC Program, who shall be the person proposed in Contractor's SOQ in response to the RFQ. The Site Manager will report to the Contractor's Project Manager and supervise all Work conducted at each site. Contractor is permitted to replace the Site Manager only under the conditions provided in Section 5 "Administration of JOC Program" of this Operating Manual.
- VV. "**Subcontractor**" means a person or company providing labor and materials in connection with a Detailed Scope of Work, to the Contractor or to a Subcontractor of any tier. The term Subcontractor includes all Suppliers.
- WW. "**Substantial Completion**" means a point in time during construction, when the Detailed Scope of Work, or a specified portion thereof that the Owner agrees to accept separately, is, in accordance with the Contract Documents and Job Order, certified by the Design Professional as complete sufficiently enough to allow the Owner to occupy or utilize the Detailed Scope of Work, or such portion thereof, for its intended use.
- XX. "**Supplemental Job Order**" means a secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
- YY. "**Supplier**" means a person providing materials, supplies or equipment to be included in the Work to Contractor or any Subcontractor.
- ZZ. "**Technical Specifications**" means the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services. The Technical Specifications apply for all Job Orders and are hereby included by reference

into all Job Orders, whether or not specifically mentioned therein. The Technical Specifications may be amended unilaterally by the Owner from time to time in writing.

AAA. "**Unit Price**" means the price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Prepriced Tasks can be established during the course of the Contract and added to the Construction Task Catalogs®. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Prepriced Task.

BBB. "**Work**" means generally the construction, alteration, rehabilitation, remodeling, renewal, renovation, repair, maintenance and demolition and all labor, materials, supplies, tools, equipment, transportation, site cleanup, storage and disposal of construction or demolition debris, supervision, management, overhead and profit, bonds, insurance, licenses and permits, taxes, intellectual property royalty and license fees, all other activities and items required to perform the Job Orders and the requirements of the Contract Documents.

## SECTION 2 REFERENCES

### 2.1 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trades, or Federal Standards: Comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Publication Dates: Comply with standards in effect as of date of the Job Orders unless otherwise indicated.
- C. Abbreviations and Acronyms: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.
- D. Should specified reference standards conflict with Contract Documents, request clarification from Owner Representative before proceeding with Detailed Scope of Work.
- E. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

### 2.2 SCHEDULE OF REFERENCES

AA	Aluminum Association, Inc. (The) <a href="http://www.aluminum.org">www.aluminum.org</a>	(703) 358-2960
AABC	Associated Air Balance Council <a href="http://www.aabchq.com">www.aabchq.com</a>	(202) 737-0202
AAMA	American Architectural Manufacturers Association <a href="http://www.aamanet.org">www.aamanet.org</a>	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials <a href="http://www.aashto.org">www.aashto.org</a>	(202) 624-5800
ACI	American Concrete Institute/ACI International <a href="http://www.aci-int.org">www.aci-int.org</a>	(248) 848-3700
ADC	Air Diffusion Council <a href="http://www.flexibleduct.org">www.flexibleduct.org</a>	(847) 706-6750
AFPA	American Forest & Paper Association (See AF&PA)	
AF&PA	American Forest & Paper Association <a href="http://www.afandpa.org">www.afandpa.org</a>	(800) 878-8878 (202) 463-2700
AGA	American Gas Association <a href="http://www.aga.org">www.aga.org</a>	(202) 824-7000
AHA	American Hardboard Association <a href="http://domensino.com/AHA/">http://domensino.com/AHA/</a>	(847) 934-8800
AI	Asphalt Institute	(859) 288-4960



[www.asphaltinstitute.org](http://www.asphaltinstitute.org)

AISC	American Institute of Steel Construction, Inc. <a href="http://www.aisc.org">www.aisc.org</a>	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute <a href="http://www.steel.org">www.steel.org</a>	(202) 452-7100
AITC	American Institute of Timber Construction <a href="http://www.aitc-glulam.org">www.aitc-glulam.org</a>	(303) 792-9559
ALSC	American Lumber Standard Committee <a href="http://www.alsc.org">www.alsc.org</a>	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. <a href="http://www.amca.org">www.amca.org</a>	(847) 394-0150
AMG	Arizona Masonry Guild <a href="http://www.masonaryforlife.com">www.masonaryforlife.com</a>	(602) 265-5999
ANSI	American National Standards Institute <a href="http://www.ansi.org">www.ansi.org</a>	(202) 293-8020
APA	APA-The Engineered Wood Association <a href="http://www.apawood.org">www.apawood.org</a>	(253) 565-6600
APA	Architectural Precast Association <a href="http://www.archprecast.org">www.archprecast.org</a>	(239) 454-6989
API	American Petroleum Institute <a href="http://www.api.org">www.api.org</a>	(202) 682-8000
ARI	Air-Conditioning, Heating & Refrigeration Institute <a href="http://www.ari.org">www.ari.org</a>	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association <a href="http://www.asphaltroofing.org">www.asphaltroofing.org</a>	(202) 207-0917
ASCE	American Society of Civil Engineers <a href="http://www.asce.org">www.asce.org</a>	(800) 548-2723 (703) 295-6300
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers <a href="http://www.ashrae.org">www.ashrae.org</a>	(800) 527-4723 (404) 636-8400

ASME	ASME International (The American Society of Mechanical Engineers International) <a href="http://www.asme.org">www.asme.org</a>	(800) 843-2763 (212) 591-7722
ASSE	American Society of Sanitary Engineering <a href="http://www.asse-plumbing.org">www.asse-plumbing.org</a>	(440) 835-3040
ASTM	ASTM International <a href="http://www.astm.org">www.astm.org</a>	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industries International) <a href="http://www.awci.org">www.awci.org</a>	(703) 538-1600
AWI	Architectural Woodwork Institute <a href="http://www.awinet.org">www.awinet.org</a>	(571) 323-3636
AWPA	American Wood-Preservers' Association <a href="http://www.awpa.com">www.awpa.com</a>	(205) 733-4077
AWS	American Welding Society <a href="http://www.aws.org">www.aws.org</a>	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association <a href="http://www.awwa.org">www.awwa.org</a>	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association <a href="http://www.buildershardware.com">www.buildershardware.com</a>	(212) 297-2122
BIA	Brick Industry Association <a href="http://www.gobrick.com">www.gobrick.com</a>	(703) 620-0010
BICSI	BICSI <a href="http://www.bicsi.org">www.bicsi.org</a>	(813) 979-1991
BOCA	BOCA International, Inc. <a href="http://www.bocai.org">www.bocai.org</a>	(708) 799-2300
CABO	Council of American Building Officials (See ICC)	
CCC	Carpet Cushion Council <a href="http://www.carpetcushion.org">www.carpetcushion.org</a>	(610) 527-3880
CDA	Copper Development Association Inc. <a href="http://www.copper.org">www.copper.org</a>	(800) 232-3282 (212) 251-7200
CFFA	Chemical Fabrics & Film Association, Inc. <a href="http://www.chemicalfabricsandfilm.com">www.chemicalfabricsandfilm.com</a>	(216) 241-7333

CFR	Code of Federal Regulations <a href="http://www.access.gpo.gov/nara/index.html">www.access.gpo.gov/nara/index.html</a>	(888) 293-6498 (202) 512-1530
CIMA	Cellulose Insulation Manufacturers Association <a href="http://www.cellulose.org">www.cellulose.org</a>	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association <a href="http://www.cisca.org">www.cisca.org</a>	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute <a href="http://www.cispi.org">www.cispi.org</a>	(404) 622-0073
CLFMI	Chain Link Fence Manufacturers Institute Email: <a href="mailto:clfmigh@aol.com">clfmigh@aol.com</a> and <a href="http://www.chainlinkinfo.org">www.chainlinkinfo.org</a>	(301) 596-2583
CRD	Army Corps of Engineers Handbook for Concrete and Cement <a href="http://www.wes.army.mil">www.wes.army.mil</a>	(601) 634-2355
CRI	Carpet and Rug Institute (The) <a href="http://www.carpet-rug.com">www.carpet-rug.com</a>	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute <a href="http://www.crsi.org">www.crsi.org</a>	(847) 517-1200
CSA	CSA International (Formerly: IAS - International Approval Services) <a href="http://www.csa-international.org">www.csa-international.org</a>	(800) 463-6727 (416) 747-4000
CSSB	Cedar Shake & Shingle Bureau <a href="http://www.cedarbureau.org">www.cedarbureau.org</a>	(604) 820-7700
DHI	Door and Hardware Institute <a href="http://www.dhi.org">www.dhi.org</a>	(703) 222-2010
DOC	Department of Commerce <a href="http://www.doc.gov">www.doc.gov</a>	(202) 482-2000
DOD	Department of Defense Military Specifications and Standards <a href="http://www.dodssp.daps.dla.mil">www.dodssp.daps.dla.mil</a>	(215) 697-6257
EIA	Electronic Industries Alliance <a href="http://www.eia.org">www.eia.org</a>	(703) 907-7500
EIMA	EIFS Industry Members Association <a href="http://www.eima.com">www.eima.com</a>	(800) 294-3462 (770) 968-7945
EPA	Environmental Protection Agency <a href="http://www.epa.gov">www.epa.gov</a>	(202) 260-2090
FDA	Food and Drug Administration <a href="http://www.fda.gov">www.fda.gov</a>	(888) 463-6332
FMG	FM Global (Formerly: FM - Factory Mutual System) <a href="http://www.fmglobal.com">www.fmglobal.com</a>	(401) 275-3000

FS	Federal Specification Available from Department of Defense Single Stock Point <a href="http://www.dodssp.daps.dla.mil">www.dodssp.daps.dla.mil</a>	(215) 697-6257
	Available from General Services Administration <a href="http://www.gsa.gov">www.gsa.gov</a>	(202) 619-8925
	Available from National Institute of Building Sciences <a href="http://www.nibs.org">www.nibs.org</a>	(202) 289-7800
FSC	Forest Stewardship Council <a href="http://www.fscoax.org">www.fscoax.org</a>	
GA	Gypsum Association <a href="http://www.gypsum.org">www.gypsum.org</a>	(301) 277-8686
GANA	Glass Association of North America (Formerly: FGMA - Flat Glass Marketing Association) <a href="http://www.glasswebsite.com">www.glasswebsite.com</a>	(785) 271-0208
HI	Hydraulic Institute <a href="http://www.pumps.org">www.pumps.org</a>	(888) 786-7744 (973) 267-9700
HI	Hydronics Institute <a href="http://www.gamanet.org">www.gamanet.org</a>	(908) 464-8200
HPVA	Hardwood Plywood & Veneer Association <a href="http://www.hpva.org">www.hpva.org</a>	(703) 435-2900
HUD	Department of Housing and Urban Development <a href="http://www.hud.gov">www.hud.gov</a>	(202) 708-1112
IAS	International Approval Services (See CSA International)	
ICC	International Code Council (Formerly: CABO - Council of American Building Officials) <a href="http://www.intlcode.org">www.intlcode.org</a>	(888) 422-7233
ICBO	International Code Council <a href="http://www.iccasafe.org">www.iccasafe.org</a>	(888) 422-7233 (202) 783-2348
ICEA	Insulated Cable Engineers Association, Inc. <a href="http://www.icea.net">www.icea.net</a>	(770) 830-0369
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) <a href="http://www.ieee.org">www.ieee.org</a>	(800) 678-4333

IESNA	Illuminating Engineering Society of North America (The) <a href="http://www.iesna.org">www.iesna.org</a>	(212) 248-5000
IGCC	Insulating Glass Certification Council <a href="http://www.igcc.org">www.igcc.org</a>	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance (The) (Formerly: SIGMA - Sealed Insulating Manufacturers Association) <a href="http://www.igmaonline.org">www.igmaonline.org</a>	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. <a href="http://www.iliai.com">www.iliai.com</a>	(812) 275-4426
ISSFA	International Solid Surface Fabricators Association <a href="http://www.issfa.net">www.issfa.net</a>	(888) 464-7732
ITS	Intertek Testing Services <a href="http://www.itsglobal.com">www.itsglobal.com</a>	(800) 345-3851 (607) 753-6711
KCMA	Kitchen Cabinet Manufacturers Association <a href="http://www.kcma.org">www.kcma.org</a>	(703) 264-1690
LMA	Laminating Materials Association (Formerly: ALA - American Laminators Association) <a href="http://www.lma.org">www.lma.org</a>	(201) 664-2700
LPI	Lightning Protection Institute <a href="http://www.lightning.org">www.lightning.org</a>	(800) 488-6864 (847) 577-7200
MAG	Maricopa Association of Governments <a href="http://www.azmag.gov">www.azmag.gov</a>	(602) 254-6300
MBMA	Metal Building Manufacturers Association <a href="http://www.mbma.com">www.mbma.com</a>	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association <a href="http://www.maplefloor.org">www.maplefloor.org</a>	(888) 480-9138
MFMA	Metal Framing Manufacturers Association <a href="http://www.metalframingmfg.org">www.metalframingmfg.org</a>	(312) 644-6610
MIA	Marble Institute of America <a href="http://www.marble-institute.com">www.marble-institute.com</a>	(440) 250-9222
MIL	Military Specification Promulgated by Military <a href="http://www.everyspec.com">www.everyspec.com</a>	
MPI	Master Painters Institute <a href="http://www.paintinfo.com">www.paintinfo.com</a>	(888) 674-8937

MSS	Manufacturers Standardization Society <a href="http://www.mss-hq.com">www.mss-hq.com</a>	(703) 281-6613
NAAMM	National Association of Architect Metal Manufacturers <a href="http://www.naamm.org">www.naamm.org</a>	(630) 942-6591
NCMA	National Concrete Masonry Association <a href="http://www.ncma.org">www.ncma.org</a>	(703) 713-1900
NEBB	National Environmental Balancing Bureau <a href="http://www.nebb.org">www.nebb.org</a>	(301) 977-3698
NEC	National Electrical Code P.O. Box 9101, Quincy, MA 02269-9101	
NECA	National Electrical Contractors Association <a href="http://www.necanet.org">www.necanet.org</a>	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association <a href="http://www.nelma.org">www.nelma.org</a>	(207) 829-6901
NEMA	National Electrical Manufacturers Association <a href="http://www.nema.org">www.nema.org</a>	(703) 841-3200
NETA	InterNational Electrical Testing Association <a href="http://www.netaworld.org">www.netaworld.org</a>	(269) 488-6382
NFPA	NFPA International <a href="http://www.nfpa.org">www.nfpa.org</a>	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council <a href="http://www.nfrc.org">www.nfrc.org</a>	(301) 589-1776
NLGA	National Lumber Grades Authority <a href="http://www.nlga.org">www.nlga.org</a>	(604) 524-2393
NOFMA	National Wood Flooring Manufacturers Association <a href="http://www.nwfa.org">www.nwfa.org</a>	(901) 526-5016
NRCA	National Roofing Contractors Association <a href="http://www.nrca.net">www.nrca.net</a>	(800) 323-9545 (847) 299-9070
NSF	NSF International (National Sanitation Foundation International) <a href="http://www.nsf.org">www.nsf.org</a>	(800) 673-6275 (734) 769-8010
NTMA	National Terrazzo and Mosaic Association <a href="http://www.ntma.com">www.ntma.com</a>	(800) 323-9736
NWWDA	National Wood Window and Door Association (See WDMA)	
PCA	Portland Cement Association <a href="http://www.cement.org">www.cement.org</a>	(847)966-6200
PCI	Precast/Prestressed Concrete Institute State of Arizona	(312) 786-0300

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	<a href="http://www.pci.org">www.pci.org</a>	
PDCA	Painting and Decorating Contractors of America <a href="http://www.pdca.com">www.pdca.com</a>	(800) 332-7322
RCSC	Research Council on Structural Connections c/o AISC <a href="http://www.boltcouncil.org">www.boltcouncil.org</a>	
RFCI	Resilient Floor Covering Institute <a href="http://www.rfci.com">www.rfci.com</a>	(706) 882-3833
RIS	Redwood Inspection Service <a href="http://www.redwoodinspection.com">www.redwoodinspection.com</a>	(925) 935-1499
SAE	SAE International <a href="http://www.sae.org">www.sae.org</a>	(724) 776-4841
SDI	Steel Deck Institute <a href="http://www.sdi.org">www.sdi.org</a>	(847) 458-4647
SDI	Steel Door Institute <a href="http://www.steeldoor.org">www.steeldoor.org</a>	(440) 899-0010
SIGMA	Sealed Insulating Glass Manufacturers Association (See IGMA)	
SJI	Steel Joist Institute <a href="http://www.steeljoist.org">www.steeljoist.org</a>	(843) 626-1995
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association <a href="http://www.smacna.org">www.smacna.org</a>	(703) 803-2980
SPIB	Southern Pine Inspection Bureau (The) <a href="http://www.spib.org">www.spib.org</a>	(850) 434-2611
SPRI	SPRI (Single Ply Roofing Industry) <a href="http://www.spri.org">www.spri.org</a>	(781) 647-7026
SSPC	SSPC: The Society for Protective Coatings <a href="http://www.sspc.org">www.sspc.org</a>	(412) 281-2331 (877) 281-7772
STI	Steel Tank Institute <a href="http://www.steel tank.com">www.steel tank.com</a>	(847) 438-8265
TCA	Tile Council of America, Inc. <a href="http://www.tileusa.com">www.tileusa.com</a>	(864) 646-8453
TFS	Texas Forest Service <a href="http://www.txforestservice.tamu.edu">www.txforestservice.tamu.edu</a>	(936) 639-8180
TIA/EIA	Telecommunications Industry Association/ Electronic Industries Alliance <a href="http://www.tiaonline.org">www.tiaonline.org</a>	(703) 907-7700
TMS	The Masonry Society <a href="http://www.masonrysociety.org">www.masonrysociety.org</a>	(303) 939-9700

TPI	Truss Plate Institute, Inc. <a href="http://www.tpinst.org">www.tpinst.org</a>	(703) 683-1010
UL	Underwriters Laboratories Inc. <a href="http://www.ul.com">www.ul.com</a>	(800) 704-4050 (877) 854-3577
WCLIB	West Coast Lumber Inspection Bureau <a href="http://www.wclib.org">www.wclib.org</a>	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association (See WCSC)	(212) 661-4261
WCSC	Window Covering Safety Council <a href="http://www.windowcoverings.org">www.windowcoverings.org</a>	(800) 506-4636 (212) 297-2100
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) <a href="http://www.wdma.com">www.wdma.com</a>	(800) 223-2301
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) <a href="http://www.wicnet.org">www.wicnet.org</a>	(916) 372-9943
WIC	Woodwork Institute of California (See WI)	
WMMPA	Wood Moulding & Millwork Producers Association <a href="http://www.wmmpa.com">www.wmmpa.com</a>	(800) 550-7889 (530) 661-9591
WWPA	Western Wood Products Association <a href="http://www.wwpa.org">www.wwpa.org</a>	(503) 224-3930



## SECTION 3 JOC Program Overview

- 3.1 The Contract Documents establish a Job Order Contracting program including regional Job Order Contracts.
- 3.2 This Contract is an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual projects at different locations throughout the State as identified by seven (7) separate regions. Reference Request for Qualifications (RFQ), PART 12, EXHIBIT 1, "Regions Map." The Contract documents include a Construction Task Catalog® (CTC) containing construction tasks with preset unit prices. All unit prices are based on local labor, material and equipment costs and are for the direct cost of construction only.
- 3.3 Prior to contract award, the State and the Contractor will negotiate Adjustment Factors to be applied to the unit prices in the resultant contract. When preparing a Job Order Proposal, the Contractor shall select the appropriate Adjustment Factor for each task. Those Adjustment Factors are as follows:
  - A. Adjustment Factor for performing Work during Normal Working Hours for Owner funded projects;
  - B. Adjustment Factor for performing Work during Other Than Normal Working Hours for Owner funded projects;
  - C. Adjustment Factor for performing Work during Normal Working Hours for Federally funded projects;
  - D. Adjustment Factor for performing work during Other Than Normal Working Hours for Federally funded projects.
- 3.4 As projects are identified the Contractor will attend a Joint Scope Meeting with the Owner, Design Professional, and others. The Owner will prepare a Detailed Scope of Work and issue a Job Order Proposal Request to the Contractor. The Contractor will then prepare a Proposal for the project including a Price Proposal, proposed Construction Schedule, Sketches and/or Drawings, a list of Subcontractors, and other requested documentation. If the Proposal is found to be acceptable, a Job Order may be issued.
- 3.5 A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price is determined by multiplying the preset unit prices by the appropriate quantities and by the appropriate Adjustment Factor as set forth in more detail in Section 8, Procedures to Develop all Job Orders. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. Changes, deletions and additions to the Detailed Scope of Work will be contained in Supplemental Job Orders.
- 3.6 The Work to be performed under this Contract will include, but not be limited to, repair, maintenance and construction on bridges, roads and parking lots in the State of Arizona in accordance with RFQ PART 5 "Scope of Work".
- 3.7 The Work to be performed under this Contract will include tasks associated with roads, bridges and parking lots in a combination of trades, including but not limited to, paving, excavation, electrical, drainage, striping, demolition, concrete, and welding.
- 3.8 It is anticipated that the Contractor will perform multiple Job Orders.
- 3.9 The Owner will pay the Contractor the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.
  - A. Each Job Order issued under this Contract for a project shall not be less than \$5,000. Since Supplemental Job Orders are for changes, deletions, and additions to an existing Detailed Scope of Work, Supplemental Job Orders may be for less than \$5,000 and some may have

a negative value. The total value of all Job Orders and Supplemental Job Orders issued in connection with a single project shall not exceed \$1,000,000 for State agencies and up to their authorized Job Order Contracting dollar thresholds for Cooperative Program Members.

- 3.10 The Minimum Guaranteed Value of Job Orders to be issued under each term of the Contract shall be \$0.00.
- 3.11 Owner will have the right to elect to perform work of the types included in the Contract Documents itself or to have other contractors perform such work. Such action by Owner will not be a breach of, or otherwise violate, the Contract Documents.

## SECTION 4 COMMON GOAL, TEAM CONCEPT

- 4.1 The common goal for the JOC Program is the completion of quality construction projects meeting Owner's needs, budget, and time schedule, at a reasonable and appropriate cost to Owner, and with a reasonable and appropriate fee for the Contractor, Subcontractors and any Design Professionals.
- 4.2 Owner, Contractor, Subcontractors and any Design Professionals commit, at all times, to cooperate, coordinate, collaborate and communicate fully with each other and with others involved in each Job Order and in the Job Order Contracting Program.
- 4.3 Owner, Contractor, Subcontractors and any Design Professionals will try to anticipate potential problems before they arise. They will communicate promptly with each other, and they will act quickly and cooperatively and in coordination to find ways to avoid potential problems. For problems that actually arise, they will attempt to solve actual problems early by identifying them as early as possible and acting on them quickly. Regardless of its nature, each potential or actual problem is a "team" or "project" problem that Owner, Contractor, Subcontractors and any Design Professionals will try to solve together cooperatively and collaboratively.
- 4.4 **The JOC Program is not to be used as a comparison pricing mechanism for departments to find out how much a project will cost when compared to other procurement methods.** In advance of using the JOC Program, user should have already researched options for procurements and concluded that JOC is the best method for the project.

## SECTION 5 ADMINISTRATION OF JOC PROGRAM

### 5.1 Planning, Progress and Scheduling; Communications; Meetings; and Reports (if required per Job Order Form).

- A. Planning, scheduling and progress monitoring are essential functions of Contractor.
- B. Contractor shall employ and supply a sufficient force of workers, material and equipment, and shall complete each Detailed Scope of Work with such diligence as to maintain a steady rate of progress, to prevent Work stoppage and to ensure completion of each Job Order within the Job Order Completion Time.
- C. All project notices, requests, instructions, modifications, approvals, and claims must be in writing, unless expressly specified otherwise in the Contract Documents.
- D. Copies of all communications from Contractor to Design Professional, or Owner Representative shall be delivered to Owner.
- E. Computer Requirements. The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

### 5.2 JOC Program Meetings (if required per Job Order Form).

- A. There will be regular oversight meetings attended by the Site Manager and the Owner Representative concerning the JOC Program, as determined by the Contract Procurement Officer of Record. Each meeting will be held at a time and day designated by Owner Representative.
- B. There will be separate ad hoc meetings attended by the Site Manager when requested by the Owner Representative or the Site Manager.

### 5.3 Individual Project Meetings (if required per Job Order Form).

- A. If Owner determines that a meeting on a particular Job Order is necessary and appropriate, then at a time designated by Owner, a progress meeting will be held at the Site. Contractor, together with representatives of its major Subcontractors, shall attend, as will Owner and its representatives. Contractor shall be responsible for notifying Subcontractors of their required attendance. The purpose of this meeting will be to discuss the progress of the Detailed Scope of Work and to resolve any problems that may have developed or that are anticipated. Unless followed up in writing, verbal authorizations or acknowledgments by anyone present shall not be binding.

### 5.4 Meeting Minutes (if required per Job Order Form).

- A. Owner Representative, or Contractor if designated by Owner Representative, will take and issue minutes for all meetings.

### 5.5 Reports (if required per Job Order Form).

- A. One day before any scheduled Owner Representative and Site Manager meeting, Contractor will deliver to Owner Representative an update report ("Update Report") for the JOC Program showing the following:
  - 1. A list of all prospective, but not yet issued, Job Orders, the status of each actual or anticipated issue related to each prospective Job Order and recommended action to resolve each issue.

2. A list of all issued and in process Job Orders, the status of each, actual or anticipated, issues relating to each Job Order, and recommended action to resolve each issue.
3. Any other actual or anticipated issue relating to the JOC Program and recommended action to resolve each issue.

5.6 Administrative.

- A. Contractor agrees that it will have, or will establish, and will maintain during the JOC Program an administrative office at which Contractor will administer the JOC Program.

5.7 Hazardous Materials or Substances. (Also, see *Special Terms and Conditions, Paragraph 3.20, Asbestos Containing Materials and Hazardous Materials and Substances.*)

A. Definitions

1. **“Hazardous Substance”** means a substance, material or hazardous waste which, by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating or otherwise harmful, is likely to cause death or injury.
2. **“Hazardous Waste”** means “hazardous waste”, as defined in the Resource Conservation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time (including, without limitation, any such waste resulting from removal of, demolition of, modifications of or additions to part or all of any existing structure, facility or equipment).
3. **“Contractor Hazardous Waste”** means any Hazardous Waste arising during or from Work that is generated by the acts or omissions of Contractor or a Subcontractor.
4. **“Release”** means any discharging, disposing, dumping, emitting, emptying, escaping, injecting, leaching, leaking, pouring, pumping, releasing, spilling, or similar action or event.
5. **“Contractor Release”** means any Release of a Hazardous Substance on Owner’s property during the Work arising from acts or omissions of Contractor or any Subcontractor. This includes a Release of a Hazardous Substance pre- existing on Owner’s property under the following circumstances:
  - a. If Owner has made Contractor aware of the existence of the Hazardous Substance pre-existing on Owner’s property and if Owner has provided an area free from the Hazardous Substance sufficient for Contractor to perform the Work; or
  - b. If Owner has not made Contractor aware of the pre-existing Hazardous Substance on Owner’s property, but Contractor or any Subcontractor failed to act reasonably when it encountered the Hazardous Substance.
6. **“Owner Hazardous Waste”** means Hazardous Waste (i) in any existing structure, facility or equipment on Owner’s property or otherwise present on Owner’s property at commencement of the Work, and (ii) that is not Contractor Hazardous Waste.
7. **“Project Hazardous Waste”** means any Hazardous Waste arising on Owner’s property as the result of Work identified in the Detailed Scope of Work.

8. **“OSHA”** means the Federal Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time.
- B. **Compliance with Environmental Law and OSHA.** Contractor shall, and shall cause each Subcontractor, to comply with all Environmental Law and provisions of OSHA applicable to: (1) Contractor; (2) Subcontractors; (3) the Detailed Scope of Work under each Job Order and; (4) all of their activities in respect to any Work.
- C. **General Provisions on Contractor Hazardous Waste.**
1. Contractor is liable for the cleanup of, and any injury resulting from, Hazardous Waste generated by Contractor.
  2. Contractor is liable for the cleanup of, and any injury resulting from, any unreasonable acts by Contractor or Subcontractor involving Hazardous Waste.
  3. Owner is not liable for any injury to Contractor or Subcontractors caused by hazardous waste existing on Owner’s property at the commencement of the Detailed Scope of Work if Owner has provided notice to Contractor of pre- existing hazardous waste.
- D. **General Provisions on Hazardous Substances.**
1. Hazardous Substances, excluding Hazardous Waste, may be transported to and from, and stored, and used on Owner’s property in such quantities as are generally recognized to be usual and customary for performance of the Detailed Scope of Work.
  2. Hazardous Waste may be generated on Owner’s property of such kinds and in such quantities as are generally recognized to be usual and customary in connection with performance of the Detailed Scope of Work. Hazardous Waste so generated may not be stored on Owner’s property without prior approval of Owner.
  3. Prior to final completion of the Detailed Scope of Work, Contractor shall remove from Owner’s property, and dispose of in accordance with Environmental Law and OSHA, any Hazardous Substances brought onto Owner’s property during the Detailed Scope of Work or used in connection with the Detailed Scope of Work.
  4. Other than as provided in the three preceding paragraphs immediately above, Contractor shall not, and Contractor shall cause all Subcontractors to not, dispose of, generate, manufacture, process, produce, Release, treat or otherwise store, use or have in or on, or transport to or from Owner’s property any Hazardous Substance, regardless of whether the Hazardous Substance is preexisting on Owner’s property of otherwise.
- E. **Releases of Hazardous Substances**
1. Upon any Release of any Hazardous Substance in connection with the Detailed Scope of Work, whether relating to a pre-existing condition on Owner’s property (for example, arising from any demolition of, removal of, modification of, or addition to any structure, facility or equipment) or relating to acts or omissions of Contractor or a Subcontractor, Contractor shall take any immediate action reasonably necessary to contain the Release.

2. If the Release is not a Contractor Release, Owner will pay Contractor the reasonable costs incurred by Contractor in taking such reasonably necessary immediate action necessary to contain the Release.
3. Owner may elect to have Contractor control and carry out any containment, clean-up, removal and remediation activity as to a Release. If the Release is not a Contractor Release, Owner will pay Contractor reasonable costs and expenses of performing such activity. If the Release is a Contractor Release, Contractor shall pay all such costs and expenses. Contractor will not be obligated to begin performing the activities, and shall not begin the activities, until Contractor and Owner have agreed in writing on the tasks to be performed by Contractor and the amount to be paid to Contractor, if any, for performing the activities.
4. Alternatively, Owner shall have the right to elect to control and carry out any containment, clean-up, removal and remediation activities.
5. Regardless of who carries out the activities in the preceding two paragraphs, Contractor shall absorb, without reimbursement from Owner, all costs and expense incurred by Contractor in connection with any Contractor Release. In addition, Contractor shall pay or reimburse Owner for all costs and expenses incurred by Owner relating to any Contractor Release, including without limitation, costs and expenses of third parties engaged by Owner. If the amount is not paid promptly, Owner may offset the amount against any amount payable by Owner to Contractor under the Job Order or otherwise.
6. Remediation, removal, and other cleanup action arising from any Release shall be in full compliance with Environmental Law and OSHA and shall be subject to approval by Owner. In addition, Owner may require remedial, removal or other cleanup action in excess of applicable minimum requirements of Environmental Law and OSHA (A) as reasonably necessary or appropriate in the judgment of Owner to permit human use and habitation of Owner's property and to permit use of Owner's property for its intended use, and (B) as reasonably consistent in the judgment of Owner with such habitation and uses.

F. Hazardous Waste

1. Owner will arrange for handling, storage and disposal of any Owner Hazardous Waste.
2. Contractor shall assure proper handling (including, without limitation, segregation from waste that is not Hazardous Waste) and storage of Contractor and Project Hazardous Waste in full compliance with Environmental Law and OSHA.
3. If Owner discovers that Contractor has not properly handled Contractor and Project Hazardous Waste, Owner may make arrangements for proper disposal of said Contractor or Project Hazardous Waste. Contractor shall pay all of Owner's expenses of storing, handling and disposing of Project and Contractor Hazardous Waste. Owner will deliver a statement to Contractor showing Owner's expenses, and Contractor will promptly pay such amount to Owner. If the amount is not paid promptly, Owner may offset the amount against any amount payable by Owner to Contractor under the Job Order or otherwise.

G. Environmental Notifications to Owner

1. Contractor shall notify Owner immediately upon occurrence of any of the following:

- a. any discovery by Contractor or a Subcontractor of any Hazardous Substance in any existing structure, facility or equipment on Owner's property.
  - b. any Release of any Hazardous Substance on Owner's property in connection with the Detailed Scope of Work;
  - c. the creation or generation of any Hazardous Waste resulting from the Detailed Scope of Work (including, without limitation, Hazardous Waste arising from the removal of, demolition of, modification of, or addition to any existing structure, facility or equipment);
  - d. the need for any remediation or removal of any Hazardous Substance relating to the Detailed Scope of Work whether relating to a pre-existing condition on Owner's property or to acts or omissions of Contractor or a Subcontractor; or
  - e. any claim, demand, inquiry, investigation, litigation or other action or proceeding by any governmental authority or other person relating to any Hazardous Substance, Hazardous Waste, Environmental Law or OSHA relating to Work.
2. Except for immediate action to contain any Release of any Hazardous Substance and except for interim handling and storage of Project Hazardous Waste, Contractor shall not take any action on any of the above matters without the prior written approval of Owner, and Owner shall have the right to elect to control and carry out any such action or matter.

5.8 Material Safety Data Sheet Submittals.

- A. Contractor shall include a copy of the MSDSs with the packing list or other suitable shipping document that accompanies each shipment to the job site.
- B. Prior to shipping hazardous materials (solids, liquids, cryogenic liquids, gases) hereunder, Contractor shall provide the Owner with two (2) copies of the Material Safety Data Sheet (MSDS) [U.S. Department of Labor "OSHA Voluntary form (Non-Mandatory Form)" or equivalent thereof] for each material, inclusive of all required information.
- C. The Contractor shall notify the Owner's Representative of any hazardous or toxic materials or any combination thereof that may produce a hazardous environment or any potentially dangerous process intended for use at the project site. The submittal will include the safety or control measures the Contractor proposes to implement. The Contractor shall not deliver any such material to the project site until so authorized by the Owner's Representative. This clause will be included in any subcontract issued for Work on this contract.
- D. Where two (2) or more hazardous materials are supplied separately or in kit form for the purpose of combining such materials to form an end compound that is the result, in whole or in part, of a chemical reaction, Contractor will provide an MSDS for the end compound as well as for each component part.
- E. The Contractor shall provide an MSDS for any propellant or explosive. In the case of explosive devices, the MSDS may be specific for the explosive device or may be the MSDS for the explosive material contained in the device.
- F. Contractor shall send one (1) copy of the MSDS to the Owner's Representative prior to shipment and include one copy with the shipment.



- G. Proprietary or trade secret information about products containing a hazardous material, as defined above, will be disclosed as required by applicable statutes and government rules, regulations, and orders.
- H. Mandatory resubmission of an MSDS is required with each change in formulation of the material that affects its hazardous characteristics, with each change in information regarding the material's hazardous characteristics, and with each change in information regarding handling procedures for the material.
- I. The Contractor shall include, or cause to be included, the following additional information in an attachment to the MSDS:
  - 1. NFPA (National Fire Protection Association) hazard identification signal numbers and symbols;
  - 2. Proper DOT shipping name, UN number, hazard-class number, packing group number, labeling requirements, and any specialized container requirements; and
  - 3. DOT Exemptions and Department of Defense Certificate of Equivalency (COE) - Any solid or liquid chemical material, gases, and all cryogenic liquids that require specification containers or cylinders must be so supplied, unless Seller obtains and submits applicable DOT Exemptions or Department of Defense COEs to Buyer as provided above.
- J. All primary containers of hazardous materials shall bear labels that comply with all aspects of the labeling requirements in all applicable statutes and government rules, regulations, and orders.
- K. All inside and outside shipping containers shall comply in all respects with all applicable statutes and government rules, regulations, and orders, utilizing specification containers when required.
- L. The MSDS shall be furnished at the time of delivery of the material. Failure to provide the MSDS with the material at time of delivery will result in rejection of the material pursuant to the provisions of this contract addressing acceptance, rejection, and/or inspection of goods.
- M. The Contractor shall submit one (1) copy of the MSDS, unless a previous copy of the MSDS has been submitted and is still valid. The MSDS shall be sent to the following appropriate address depending on where the Job Order originated:

**Owner Representative as shown in Section IV of the Job Order**

5.9 Indoor Air Quality Control Requirements

- A. General. The Contractor shall follow design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guidelines for Occupied Buildings under Construction, 2<sup>nd</sup> Edition, ANSI / SMACNA 008 - 2008, and ASHRAE std 62.1-2010.

The Contractor shall follow project specific strategies and requirements to ensure the best possible building environment is maintained during the construction project. The existence of construction dirt, dust, toxins and objectionable odors in the occupant's workspace is unacceptable. To avoid occupant exposure to diminished air quality during construction or renovation projects, Contractors and Subcontractors shall follow the following guidelines:

- 1. Indoor Air Quality (IAQ) Management Plan (applicable to all Job Orders over \$100,000). The Contractor shall implement an indoor air quality management

plan to be approved by the Owner's Representative. The purpose of the plan is to prevent residual problems with indoor air quality in the completed building and to protect workers on the site and building occupants from undue health risks during construction. The plan shall identify specific measures to address:

- a. Control of problem substances, including: construction dust, chemical fumes, off-gassing materials, and moisture. The plan will ensure that these substances are not introduced into the building environment during, or upon completion of construction.
  - b. Pre-project planning, including:
    - 1) Hazardous product identification and substitution,
    - 2) Materials storage,
    - 3) Safe installation,
    - 4) Project sequencing,
    - 5) Monitoring, and
    - 6) Cleanup.
2. Scheduling. Whenever possible, the Contractor shall schedule all activities that can be reasonably anticipated to compromise indoor air quality for times in which the building is not occupied. Scheduling of activities such as the installation of sealants, caulks, paints, etc. will be sequenced such that proper venting of objectionable odors can be accomplished to keep odor emissions as low as reasonably achievable.
3. HVAC Protection – During Construction. Contractor shall protect and enclose ductwork on site to keep all supply, return and exhaust ductwork free of dust, dirt, mold and air-borne contaminants. All open ends of installed supply, return, exhaust ductwork or return air shaft openings are to be sealed by the Contractor with plastic materials to prevent contamination, until startup or testing/operation of system. When the air distribution systems will be operating during construction, Contractor shall include temporary filtration media on all return air openings and check/replace during construction as necessary to ensure that building air quality and system operation are not impacted. The central filtration system shall be monitored and clean filters will be installed by the Contractor during heavy construction.
- a. Return Air Systems. Contractor shall shut down all return air systems and openings during the heaviest periods of construction to prevent dust and odors from entering the system and settling in the ductwork, or being released throughout the building.
  - b. Supply. Contractor shall keep the supply side of the HVAC system clean. When the HVAC system is off, Contractor shall cover all ducts and diffusers, and inspect and clean them as necessary. During start up, it will be common for some dirt to be discharged, however if it is a considerable amount of debris Contractor shall change the filters until the proper indoor air quality is restored.
  - c. Filtration. Contractor shall replace installed filtration media with new materials at the end of construction, prior to occupancy. MERV ratings of filters used during construction will meet LEED IAQ Credit requirements.

Daily monitoring of temporary filters during heavy construction activity shall be performed by Contractor.

If any HVAC equipment will be operated during construction, Contractor shall use temporary air filters with a minimum MERV-8 rating on all return air openings and within the air handling equipment and 100% outdoor makeup air will be utilized in lieu of return air from construction spaces.

d. Duct Work. Contractor shall comply with the following:

- 1) All ductwork sections, fan terminal unit (FTUs) and variable air volume (VAV) boxes and equipment in storage or staged on site, shall be physically protected by wrapping in plastic and covering completely, and stored in a clear area, free from construction activities on wood blocking supports with a minimum of four (4) inches off the floor surface until installed. Absorptive insulating materials shall be weather protected from moisture damage.
- 2) All openings to include piping, ductwork, and conduit system openings shall be closed at the end of each work day for systems under construction, or when HVAC equipment is shut off at end of day for operational systems. Ductwork and/or insulation, which contain moisture or is wet, shall not be installed. Installed ductwork and/or insulation, which is wet, shall be removed and replaced with new. All newly installed fresh air intake louvers, openings, ductwork, etc. for indoor air handling units, perimeter louvers, exhaust openings, etc. shall be covered with plywood and plastic until ready to be operational. Ductwork, after installation, shall be kept clean.
- 3) All open ends of installed supply, return, exhaust ductwork or return air shaft openings shall be sealed by the Contractor with plastic materials to prevent contamination, until startup or testing/operation of system.
- 4) All condensate drain flows from mechanical equipment shall be constantly monitored for leaks, proper flow and blockage prevention.
- 5) For projects with special minimum or maximum indoor humidity levels as required for proper preparation or installation environment for millwork, casework, wood finishes and furnishings, etc. Contractor's project construction team shall collectively plan means and methods to achieve minimum or maximum humidity levels, and provide these plans to the Owner's Representative.
- 6) Central filtration media in equipment shall be changed on a regular basis by the Contractor in conformance with Sheet Metal & Air Conditioning Contractors' National Association (SMACNA Standards and to meet LEED Requirements.
- 7) At completion of construction and prior to occupancy, temporary filtration media in all equipment shall be removed and replaced with permanent filters with a minimum MERV-13 rating unless specified permanent filtration media is as good or a better rating, in accordance with LEED Requirements.

- 8) Specific IAQ requirements and procedures regarding prevention of airborne infection isolation, air pressure and exchange ranges, filtration and control requirements for specific healthcare and laboratory spaces shall be handled on a job-specific basis and issued by addendum to the project requirements.

4. Source Control – During Construction

- a. A concurrent approach for maintaining construction indoor air quality is source/pollution control. Whenever possible, electric powered equipment shall be utilized in lieu of fuel powered equipment to limit combustion discharge into the project site.
  - b. The Contractor shall implement measures for exhausting all contaminants out of the building and away from air intakes. Construction processes which may create a hazardous environment, or create objectionable odors such as installation of epoxy flooring, etc. shall be properly identified during construction and signage will be posted to advise workers of potential hazards or personal protective equipment requirements. Whenever practicable, the Contractor shall utilize methods such as local recirculation of air by filtering out all odors and dust; all filters shall be properly selected for the materials they will be controlling. Determination of odor control and ventilation means shall be made by and at the expense of the installing Subcontractor.
  - c. Construction areas that create a large amount of contaminants as defined by the (SMACNA) IAQ Guideline for Occupied Buildings under Construction and OSHA Guidelines, whether air borne dust, or drywall dust shall be properly ventilated away from other construction activities to reduce the transfer of the contaminants from one work area to another work area.
  - d. Temporary exhaust fans directed to the building exterior shall be provided by at the expense of the installing Subcontractor.
  - e. All finish materials (i.e. carpet, ceramic tile, paints, stains, etc.) shall be covered or contained prior to installation and after installation as much as possible, along with all waste material by the installing Subcontractor.
  - f. Construction activities shall be inspected for visible moisture when installing drywall by the installing Subcontractor. Upon identification of moisture in drywall by the installing Subcontractor and with the assistance of the Owner's Representative, the source of the moisture is to be verified and eliminated and specific measures to remediate will be followed.
  - g. No materials shall be covered up which are wet or can absorb moisture. Wall vapor barriers shall be checked constantly by the installing Subcontractor for proper installation.
5. Reduce Construction Dust. Construction generated dusts shall be contained to the greatest possible extent through the use of vacuum assisted drywall sanding equipment, and use of vacuums instead of brooms to clean construction dust from floors.
6. Ventilation. The Contractor shall use volatile organic compound (VOC) free or low VOC products whenever possible. All products that cannot be used as above due to architect requirements must have the product reviewed and approved by

the Owner's Representative. In addition, activities that release VOCs into a facility may require, at the discretion of the Owner's Representative, temporary ventilation systems until the building returns to its pre-construction condition. These include but are not limited to: painting (even with no- or low-VOC paints), spreading of floor adhesives, and use of large amounts of caulk, sealants, and cleaning agents. Additionally, the installation of large amounts of building materials, such as carpet or vinyl-based flooring products and composite wood cabinets and shelves, may require extra ventilation.

7. VOC-Emitting Products (Carpet, Paints, Furnishings) – Supplemental Ventilation. An exhaust fan shall be used to pull the air out of the building, not to push outdoor air into the building. The fan shall be placed in a window or exterior door as close to the Work area as possible, and any openings in the window or door around the fan shall be temporarily sealed with plastic or cardboard. A window or exterior door at the opposite end of the room or building is to be opened, so that outdoor air will flow across the work area and sweep polluted air out through the exhaust fan. Exhaust Fans shall provide at minimum 5 air changes per hour (5 ACH). Ventilation shall continue for a minimum of 24 hours after completion, or until there are no longer any noticeable odors.
8. Wet Sanding Methods for Gypsum Board Assemblies. Exception: Dry sanding is acceptable if the following measures are taken:
  - a. Full isolation of space under finishing.
  - b. Plastic protection sheeting is installed to provide air sealing during the sanding.
  - c. Closure of all air system devices and ductwork.
  - d. Sequencing of construction precludes the possibility of contamination of other spaces with gypsum dust.
  - e. Worker protection is provided. Use safety meetings, signage, and Subcontractor agreements to communicate the goals of the construction indoor air quality plan.
9. Clean Spills Immediately. If solvents, cleaners, gasoline, or other odorous or potentially toxic liquids are spilled onto the floor, Contractor shall clean up immediately. If a spill occurs on an easily replaced building material, Contractor shall replace with new material.
10. Pathway Interruption – During Construction. All project equipment and material staging areas shall be located away from critical air flow pathways. Mechanical rooms and air handling equipment areas shall not be used as storage space for construction materials and waste.
11. Housekeeping – During Construction. Contractor shall clean up construction waste, debris and rubbish during all phases of construction. All lunch papers, cups and other litter shall be placed into trash receptacles. Food and drinks, other than drinking water, shall not be allowed in the building interior. Cigarette smoking, cigar smoking or chewing tobacco shall not be allowed in the building interior.

Before sealing up a vertical shaft or chase, the bottom area and all surfaces shall be cleaned of trash, dust, dirt and debris by shaft construction and installing Subcontractor. Loose insulation media material installation shall be controlled and monitored by the installing Subcontractor and shall prevent fiber discharge or particle release. Contractor shall provide pedi-mats or clean gravel

to limit foot traffic dirt from migrating into the building for each construction entry location.

12. Use of Combustion Equipment Indoors Prohibited. Engines and heaters that run on gasoline, diesel, kerosene, or other fossil fuels shall not be operated indoors unless approved by Owner's Representative, and only when large quantities of exhaust ventilation are provided to remove combustion pollutants such as carbon monoxide and moisture.
13. Liquid Storage Outdoors. To reduce the possibility of spills during storage, transfer, or mixing, all odorous or toxic liquids are to be stored in a previously approved location outside the building and protected against heat or freezing.
14. Indoor Air Quality – Post Construction, Prior to Occupancy.
  - a. Upon completion of the project and prior to occupancy, the Owner may contract with an independent agency to perform a complete hygienic test of indoor air quality by an industrial hygienist certified in comprehensive practice by the American Board of Industrial Hygiene.
  - b. IH testing may be used to verify accordance with the US Green Building Council Criteria and referenced EPA Standards and may include testing for formaldehyde, particulates (PM10) total volatile organic compounds, and 4-phenylcyclohexane. One sample may be taken for each 25,000 square foot area, as a maximum.
  - c. The US Green Building Council Criteria also includes guidelines for carbon dioxide which may either be measured when the building is fully occupied, or may be calculated based on ventilation measurements. Testing of carbon dioxide levels may be included in hygienic testing.
  - d. Multiple sets of samples of each suspect compound may be taken in the newly completed areas and sent to certified laboratory facilities. For each material sample sent, a blank may be included as a quality control check. To insure appropriate detection limits, samples may be taken for approximately seven (7) hours.
  - e. If sampling is done in accordance with the above paragraphs, laboratory facilities accredited by the American Industrial Hygiene Association shall be used to complete analyses. Independently documented results, which compare the sample results to the US Green Building Council Guidelines, shall be provided. The Action Plan for corrective measures when any unfavorable readings are encountered in any testing zone for any level above the pre-determined thresholds, shall be to verify the source of the unfavorable readings with the industrial hygienist; remediate or eliminate the source; perform ventilation flush-out; perform additional testing at the expense of the contractor responsible for the installation or introduction of the source of the unfavorable readings.

#### 5.10 Contractor's Management of the Detailed Scope of Work

- A. Contractor shall competently and thoroughly direct and superintend the Detailed Scope of Work and shall be solely responsible for all construction safety, means, methods, techniques, sequences and procedures.
- B. Contractor shall coordinate and schedule the Detailed Scope of Work, the performance of all its employees, agents, independent contractors, Subcontractors and Suppliers, and the timely procurement of all necessary labor, materials, equipment, supplies, and all else needed to complete the Detailed Scope of Work.

- C. Contractor shall at all times enforce strict discipline and good order among the workers on each Job Order and shall not employ or continue to employ on any Job Order any unfit person or any person not skilled in the Work assigned to him. Contractor shall be responsible to Owner for all acts and omissions of its employees, agents, independent contractors, Subcontractors, Suppliers, anyone whom Contractor may allow to perform, inspect or supervise any Work, and their employees, agents and independent contractors together with anyone whom Contractor may allow to come on the Site. In addition, if Contractor receives written notice from Owner to dismiss any unskilled or unfit Subcontractors, Suppliers, employees, agents or independent contractors or one who is a hindrance to proper or timely execution of the Work, Contractor shall dismiss the same and agrees to replace those dismissed without delay to the Work and at no additional cost to Owner. At Arizona Department of Corrections locations, background checks and clearances are required for all Contractor and Subcontractor employees.

#### 5.11 Contractor's Site Manager

- A. Contractor shall employ as Site Manager a proposed Site Manager in Contractor's Statement of Qualifications submitted in response to Owner's Request for Qualifications and necessary assistants.
- B. Among other activities, the Site Manager shall (i) perform the Job Order Development Services for prospective Job Orders when requested by Owner, (ii) oversee the Detailed Scope of Work under each Job Order, (iii) oversee all of the Contractor's activities with respect to the Job Orders and (iv) visit the Sites as necessary and appropriate to assure the completion of the Detailed Scope of Work within the Job Order Completion Time and in accordance with the Contract Documents.
- C. Site Manager shall have such assistants with such individual competencies (including, without limitation, scheduling, etc.) as may be necessary to administer and manage all Job Order Development Services, all aspects of the Detailed Scope of Work, and all of the Contractor's activities with respect to the Job Orders.
- D. A communication to the Site Manager or his designated assistants by the Owner, the Design Professional, or the Owner Representative is binding upon Contractor.
- E. The Site Manager shall be responsible to review work details with their subcontractors and suppliers in advance of the subcontractor or supplier being on site to include but not be limited to work locations and site rules. In no circumstances should the subcontractor or supplier ask to review these same work details with the Owner. If a subcontractor or supplier has a question, they are to first communicate with the Site Manager.
- F. Site Manager shall be responsible for the prevention of accidents at each Site. The Commercial Construction Safety Code of the Arizona Industrial Commission shall apply to all Work and a copy of the Code shall be available at the Contractor's office.
- G. If on the Contract Date or any time thereafter, Contractor desires to use a person as Site Manager other than the Site Manager proposed in the Contractor's Formal Sealed Qualifications, the substitute Site Manager must be as qualified, in the reasonable judgment of Owner, as the person being replaced and must be approved by Owner, such approval shall not to be unreasonably withheld or delayed. In determining whether to approve a substitute Site Manager, Owner may elect to use part or all of the criteria and process used to evaluate the proposed Site Manager under the Request for Qualifications (including, without limitation, questionnaires and a candidate interview).
- H. Upon reasonable request of Owner, Contractor will replace any Site Manager.

#### 5.12 Owner Representative and Design Professional

- A. Owner Representative will be as stated on the Job Order. In addition to the normal State of Arizona  
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responsibilities of a project manager, the Owner Representative will have the administrative responsibilities of the outside design professional in a normal design-bid-build or construction-manager-at-risk project, even when Owner engages a Design Professional for Design Services for a Job Order. The role of the Design Professional will be as set forth in the Contract Documents.

- B. Owner Representative will oversee the Detailed Scope of Work on behalf of Owner. Owner Representative may be an employee of Owner or an independent person engaged by Owner.
- C. If the nature of the Detailed Scope of Work requires sealed construction drawings, the drawings will be sealed by the Design Professional. Installation drawings by the Contractor are the responsibility of the Contractor.
- D. If Owner provides a Design Professional for a Job Order, Design Professional shall have the right, responsibility and authority to carry out the specific obligations and activities of Design Professional in the Contract Documents and in the contract between the Design Professional and the Owner, which incorporates this Operating Manual, including any amendments thereto (collectively known as "Design Professional Contract Documents"). A copy of the Design Professional Contract Documents and any amendments will be furnished to Contractor, upon request of Contractor.
- E. Any Design Professional shall have such access to the Site as Design Professional determines to be appropriate in order to perform the Design Services and the other services of Design Professional. Owner Representative shall have access to the Site as the Owner Representative determines to be appropriate in order to perform oversight services for Owner. Owner Representative will visit the Site as determined by Owner Representative or Owner to be appropriate in order to advise Owner as to the quality and progress of construction. Contractor, Subcontractors and Owner shall cooperate with Design Professional and Owner Representative in all respects with regard to performing their functions.
- F. Owner Representative will be the initial interpreter of the requirements of the Contract Documents as they relate to a Job Order, provided that when the interpretation involves documents prepared by a Design Professional, Owner Representative will consult with Design Professional and obtain Design Professional's view before rendering the interpretation and may elect to have Design Professional render or join in the interpretation. Design Professional shall consult with the Owner Representative whenever requested by Owner Representative.
- G. Design Professional and Owner Representative shall render written interpretations of the documents prepared by Design Professional with reasonable promptness following a written request from Owner or Contractor. These interpretations shall be consistent with the intent of the Contract Documents. Before issuing the interpretation, Owner Representative and Design Professional must discuss the matter with Site Manager.
- H. Following consultation as necessary with Owner, Owner Representative will take appropriate action on Supplemental Job Orders and may authorize Minor Changes in the Detailed Scope of Work, provided that when the Supplemental Job Order or Minor Change involves documents prepared by a Design Professional, Owner Representative shall consult with Design Professional and obtain Design Professional's view before taking action on the Supplemental Job Order or Minor Change. Design Professional shall consult with the Owner Representative.
- I. Owner Representative and Owner, acting jointly or independently, will have authority to reject all or any portion of the Detailed Scope of Work that does not conform to the Contract Documents and Job Order and to require special inspection or testing, but Owner Representative will take such action only after consultation with Site Manager, Owner and, if determined by Owner Representative to be appropriate, Design Professional.



- J. If Owner observes or otherwise becomes aware of any fault or defect in the Detailed Scope of Work or non-conformity with the Contract Documents or Job Order, Owner will give prompt written notice thereof to Contractor. Failure of Owner or Owner Representative to notify Contractor shall not reduce, change, lessen or alleviate in any way, Contractor's duties and obligations under the Contract Documents or Job Order.
- K. Owner shall, throughout the performance of Detailed Scope of Work, cooperate with Contractor and perform Owner's responsibilities, obligations and services in a timely manner so as not to delay or interfere with Contractor's performance of the Detailed Scope of Work and Contractor's other obligations under the Contract Documents and Job Order.
- L. Owner Representative shall be responsible for processing Owner-supplied information and approvals or rejections in a timely manner to permit Contractor to fulfill its obligations under the Contract Documents and Job Order.
- M. Owner and Owner Representative shall review documents submitted by Contractor and shall render decisions pertaining thereto without unreasonable delay.
- N. Owner will direct other parties engaged by Owner to perform work at any Site to cooperate and coordinate their activities with Contractor so as not to interfere unreasonably with Contractor's ability to complete the Detailed Scope of Work in a timely manner and consistent with the Contract Documents.
- O. Final interpretations involving the Contract Statement of Work and terms and conditions shall be made by the Contract Procurement Officer of Record, whose interpretations shall be final.

#### 5.13 Other Contractors and Cooperation

- A. Owner reserves the right to award other contracts related to any project, or to perform certain work itself. Owner also reserves the right to award other contracts unrelated to a Job Order but involving work in the vicinity of a Job Order Project or to perform unrelated work itself. Such other work may or may not be known to the Owner or disclosed to the Contractor prior to issuance of the Job Order.
- B. Contractor shall afford Owner and other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their Work and shall properly coordinate its Detailed Scope of Work with theirs in such manner as the Owner Representative may direct. Contractor shall also assure at its own cost reasonable access of other contractors to the site and their Work.
- C. Upon request of Contractor, Owner will provide Contractor with a copy of all plans, specifications, schedules and other data relating to other contracts or Work. Contractor shall thoroughly examine these documents and shall within three (3) days of date on the Job Order Proposal Request Document complete such examination and notify the Owner Representative in writing of any conflicts with the Detailed Scope of Work to be performed by Contractor. In no event shall such notice be given so late as to interfere with or delay the Detailed Scope of Work to be performed by Contractor. Failure of Contractor to request, review, or provide written notice as provided above shall constitute a waiver of any objections or claims Contractor may have as a result of the necessity to coordinate Contractor's Detailed Scope of Work with other activities.
- D. Should Contractor sustain any damage through any act or omission of any other contractor, Contractor shall have no claim or cause of action against Owner for such damage and hereby waives any such claim. Contractor does not waive any claim or cause of action against any other contractor or subcontractor to recover any and all damages sustained by reason of the acts or omissions of such other contractor or subcontractor. The phrase "acts or omissions" as used in this section shall include, but not be limited to, any reasonable delay by any such other contractors, whether due to negligence, gross negligence,

inadvertence or any other cause.

- E. Should Contractor cause damage to the Work or property of any other contractor or of Owner, Contractor shall upon receiving due notice promptly attempt to settle with such other contractor or Owner by agreement, repair or otherwise to resolve the dispute. If such separate contractor sues or initiates a proceeding against Owner on account of any damage alleged to have been caused by Contractor, Owner shall notify Contractor who, at Owner's option, shall defend such proceedings or pay the costs of Owner defending such proceedings, and if any judgment or award against Owner arises therefrom Contractor shall pay or satisfy it or reimburse Owner for any amount paid by Owner and shall reimburse Owner for all attorney's fees and court or other costs which Owner has incurred.
- 5.14 In the event that Local Government policy requires a building permit for each Job Order Development Services and Job Order issuance process, Owner Representative shall indicate the anticipated required permits on the Job Order and the Contractor shall prepare a building permit in the Local Government prescribed form in effect from time to time and submit to Local Government for approval. This must be done prior to the Job Order being issued and prior to commencing the Detailed Scope of Work.

## SECTION 6      JOB ORDER DEVELOPMENT SERVICES AND ISSUANCE OF JOB ORDERS

- 6.1 Contractor shall provide Job Order Development Services whenever requested by Owner during all hours of the day seven (7) days a week.
- 6.2 Contractor shall perform Job Order Development Services in connection with each Job Order at its own cost and expense. The Owner will not be obligated to pay Contractor for Job Order Development Services.
- A. Owner will arrange for any Design Services required to prepare a final Detailed Scope of Work. If there will be no Design Services, Owner will develop the Detailed Scope of Work and any line drawings required. Once finalized, the Owner shall issue a Job Order Proposal Request and the Detailed Scope of Work to the Contractor.
- B. By submitting the Proposal, the Contractor offers to perform the Detailed Scope of Work for the fixed price set forth in the Proposal according to the proposed Construction Schedule.
- C. The Owner will review the Contractor's Proposal.

Contractor and Owner will work together to develop the final Job Order in accordance with the Procedures to Develop all Job Orders, with Owner having the right to make a final determination on any matters as to which Contractor and Owner do not agree.

All terms and provisions of the Contract Documents shall apply to, and are incorporated into, each Job Order issued, whether or not referenced therein.

- 6.3 Owner may issue Job Orders at any time during any term of this Contract No Job Orders shall be issued after the Contract has expired.
- 6.4 A Job Order is considered "issued" when:
- A. the Job Order and corresponding Purchase Order are sent through the State's Procurement system, ProcureAZ (<https://procure.az.gov>);
- B. the Job Order and corresponding Purchase Order are emailed to Contractor's email address listed in Contractor's ProcureAZ profile and Owner does not receive a non- receipt message;
- C. the Job Order and corresponding Purchase Order are sent by facsimile copy to the fax number listed in the Contractor's ProcureAZ profile and Owner's fax machine prints and acknowledgement of receipt; or
- D. the Job Order and corresponding Purchase Order are sent separately to the Contractor and the Contractor receives the Job Order and Purchase Order sent separately by any of the methods listed above.
- 6.5 Contractor's approval of or consent to the Job Order is not required. **If the Contractor desires to decline performance of a Job Order on the basis that Contractor believes that the Job Order is not in compliance with the Contract Documents, Contractor must deliver a written notice to Owner Representative within seven (7) days after issuance of the Job Order stating the reasons for Contractor's belief.** If Contractor does not file such a written request with Owner Representative within that time frame, Contractor will be deemed to have waived any and all rights to not perform the Job Order.

## **SECTION 7      JOB ORDER PRICE**

- 7.1      The Job Order Price shall be calculated in accordance with Section 8 Procedures to Develop all Job Orders. The Job Order Price shall be a fixed price for which the Contractor shall complete the Detailed Scope of Work within the Job Order Completion Time.
  
- 7.2      The Job Order Price may only be modified by a Supplemental Job Order. All Supplemental Job Orders shall be developed in accordance with the Procedures to Develop all JobOrders.

## **SECTION 8 PROCEDURES TO DEVELOP ALL JOB ORDERS**

### **8.1 Job Order Contract Overview**

- A. The Owner will provide construction administration and inspection for the Job Order projects.
- B. Final commissioning of systems will be performed by the Owner Representative and the local authority having jurisdiction.

### **8.2 Ordering Process**

- A. As the need exists, the Owner will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- B. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
  - 1. the general scope of the Work;
  - 2. alternatives for performing the Work and value engineering; access to the site and protocol for admission;
  - 3. hours of operation; staging area;
  - 4. requirements for catalog cuts, technical data, samples and shop drawings; requirements for professional services, sketches, drawings, and specifications; construction duration;
  - 5. the presence of hazardous materials;
  - 6. whether or not any of the areas of work are considered to be secure locations;
  - 7. date on which Job Order Proposal is due.
- C. Upon completion of the joint scoping process, the Owner will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the Work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a Job Order Proposal Request that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Owner, will be the basis on which the Contractor will develop its Job Order Proposal and the Owner and/or Owner's Representative will evaluate the same. The Contractor does not have the right to refuse to perform any task or any Work in connection with a particular Project. In other words, if the Contractor refuses a required task, the Contractor refuses the entire Job Order.
- D. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.
- E. The Owner may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Owner cannot agree on the quantities required, or for any other reason as determined by the Owner. In all such cases, the Owner shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

### **8.3 Preparation of the Price Proposal.**

- A. The Contractor will prepare Price Proposals in accordance with the following:
- B. Prepriced Tasks:

1. A Prepriced Task is a task described in, and for which a Unit Price is set forth in the Construction Task Catalog®. The Contractor will select the appropriate Prepriced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.
  2. Contractor shall be entitled to apply appropriate Adjustment Factor for the current contract term; however, if the Contractor's Adjustment Factors in previous contract terms were lower, Contractor may choose to apply those Adjustment Factors at the Contractor's sole discretion.
- C. Non Prepriced Tasks:
1. A Non Prepriced Task is a task that is not set forth in the Construction Task Catalog®. Non Prepriced tasks shall be separately identified and submitted in the Price Proposal. Information submitted in support of Non Prepriced Tasks shall include, but not be limited to, the following:
    2. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
    3. If the Contractor will perform the Work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Prepriced Tasks for labor and equipment from the Construction Task Catalog®.
    4. If the Work is to be subcontracted, the Contractor must submit three independent bids from Subcontractors. The Contractor shall not submit a quote or bid from any Supplier or Subcontractor that the Contractor is not prepared to use. The Owner may require additional quotes and bids if the Suppliers or Subcontractors are not acceptable or if the prices are not reasonable. If three quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the Owner's approval. If approved, less than three quotes or bids will be allowed.
  5. The final price submitted for Non Prepriced Tasks shall be according to the following formulas using the appropriate Non Prepriced Adjustment Factor depending on for whom the work is being performed.

**For Non Prepriced Tasks Performed with Contractor's Own Forces:**

A = The burdened hourly rate including fringes for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

D = Overhead and Profit = (A+B+C) x Not To Exceed 10%

**Total for a Non Prepriced Tasks performed with Contractor's Own Forces = (A+B+C+D) x the Appropriate Non Prepriced Adjustment Factor**

**For Non Prepriced Tasks Performed by Subcontractors:**

If the Non Prepriced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

E = Lowest of three Subcontractor Quotes

F = Overhead and Profit = E x Not To Exceed 10%

**Total Cost for Non Prepriced Tasks performed by Subcontractors = (E + F) x the Appropriate Non Prepriced Adjustment Factor**

6. For Non Prepriced Tasks, the Contractor shall use a different Non Prepriced Adjustment Factor depending on if the Project is for ADOA, another State agency, or a non-State agency. The Non Prepriced Adjustment Factors are listed on the

pricing document completed by the Contractor prior to Contract award. After a Non Pre-priced Task has been approved by the State of Arizona, the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.

7. After a Non Pre-priced Task has been approved by the Owner, the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
  8. The Owner's determination as to whether an item is a Prepriced Task or a Non Prepriced Task shall be final, binding and conclusive as to the Contractor.
- D. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefore. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task. For Reimbursable Tasks, the Contractor shall use a different Reimbursable Adjustment Factor depending on if the Project is for ADOA, another State agency, or a non-State agency. The Reimbursable Adjustment Factors are listed on the pricing document completed by the Contractor prior to Contract award.
- E. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
- F. The Contractor's Job Order Proposal shall include, at a minimum:
1. Price Proposal;
  2. Required drawings or sketches;
  3. Catalog cuts, technical data or samples;
  4. List of anticipated Subcontractors and Suppliers and anticipated price;
  5. Construction Schedule;
  6. Sample warranties or guarantees for materials, equipment or systems proposed;
  7. Other requested documentation.
- G. The Job Order Price shall be the value of the approved Price Proposal.
- H. The value of the Price Proposal shall be calculated by summing the total of the calculations for each Prepriced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Prepriced Tasks.

**8.4** The Contractor's Proposal shall be submitted by the date indicated on the Job Order Proposal Request. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

**8.5** In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Job Order Proposal Request or, as described below, the Contractor may be directed to begin Work immediately with the Job Order Proposal to follow. In these cases, the Job Order Proposal will be required within three (3) working days after completion of the emergency situations.

## **8.6 Review of the Proposal and Issuance of Job Order.**

- A. The Owner will evaluate the entire Proposal. The Owner will compare the Price Proposal with the Owner's cost estimate of the Detailed Scope of Work and determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
- B. The Contractor may choose the means and methods of construction; subject however, to the Owner's right to reject any means and methods proposed by the Contractor that:
  - 1. Will constitute or create a hazard to the work, or to persons or property;
  - 2. Will not produce finished Work in accordance with the terms of the Contract; or
  - 3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- C. The Owner reserves the right to reject a Proposal or cancel a project for any reason. The Owner also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Owner. The Owner may perform such work by other means. The Contractor shall not recover any costs arising out of or related to Job Order Development Services.
- D. By submitting a Job Order Proposal to the Owner, the Contractor offers to accomplish the Detailed Scope of Work in accordance with the Job Order Proposal Request within the proposed Construction Schedule for the lump sum Job Order Price. It is the Contractor's responsibility to include the necessary tasks and quantities in the Price Proposal prior to delivering it to the Owner.
- E. Each Job Order issued shall be on the approved Job Order Form attached as Appendix 1. The Job Order shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All provisions of the Contract Documents shall be applicable to each Job Order. The Job Order, issued by the Owner constitutes the Owner's acceptance of the Contractor's Proposal. A signed copy of the Job Order will be provided to the Contractor.
- F. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin Work as directed notwithstanding the absence of a fully developed Job Order Proposal Request, Detailed Scope of Work, or Job Order. The Contractor shall be compensated in accordance with Section 8, Procedures to Develop all Job Orders as if the Work had been ordered under the standard procedures.

## **8.7 BidSafe®**

- A. When the estimated Job Order Price is between \$650,000.00 and \$1,000,000.00, the Owner may issue a Job Order Proposal Request to two or more Contractors for a Job Order. Selection of the Contractor and award of the Job Order will be in compliance with established Owner procedures.
- B. The Owner reserves the right to utilize BidSafe® on a Job Order by Job Order basis.
- C. The Owner will consider several factors when determining the applicability of BidSafe® to a Job Order including, but not limited to, the following:
  - 1. Estimated Job Order Price;
  - 2. Scope Documentation, including but not limited to A/E design;
  - 3. Nature and complexity of the Work;
  - 4. Contractors' abilities to self-perform the Work;
  - 5. Contractors' proven capabilities on similar Work;
  - 6. Schedule; and
  - 7. Other appropriate criteria as deemed in the best interest of the Owner.



- D. The Detailed Scope of Work will be developed by Owner personnel and included with the Job Order Proposal Request.
- E. The Owner may conduct one or more site visits with all contractors designated to receive the Job Order Proposal Request.
- F. All contractors that receive the Job Order Proposal Request will have the opportunity to submit requests for information. Should the Owner choose to respond to any or all of the requests for information, the responses, and any changes to the Job Order Proposal Request, will be provided in an addendum to all contractors designated to receive the Job Order Proposal Request.
- G. The Contractor will utilize the Bid Safe application in the eGordian® software to provide an Not-to-Exceed (NTE) Offer, along with any additional requested documentation, in response to the Job Order Proposal Request.
- H. The Owner will issue an Intent to Award to the Contractor submitting the NTE Offer that provides the best value to the Owner based on, but not limited to, price and any technical factors considered.
- I. The NTE Offer is valid for 90 Days from the date of opening unless stated otherwise in the Job Order.
- J. The Contractor that receives an Intent to Award will submit a Job Order Price Proposal to the Owner. Provided that any necessary Job Order Price Proposal modifications are completed in a timely and thorough manner, the Job Order may be issued to the Contractor.
- K. The Job Order Price shall be equal to the lessor of the NTE Offer and the Job Order Price Proposal amount.
- L. Where the NTE Offer is less than the Job Order Price Proposal, the difference between the NTE Offer and Job Order Price Proposal shall be deemed a discount offered by the Contractor. The discount amount shall be a percent-based discount that will be calculated by the following equation:
- M. 
$$\text{Percent Discount} = (\text{Job Order Price Proposal Amount} - \text{NTE Offer}) \div \text{Job Order Price Proposal Amount}$$
- N. The discount shall be applied to subsequent Job Orders (additions or deletions) required to complete the Work, provided the Job Order contains materials, equipment and tasks that are similar in nature to the original Detailed Scope of Work.
- O. If the Owner exercises its right to award a Job Order utilizing BidSafe®, collaboration between Contractors is specifically prohibited. Contractor collaboration undermines competition, and evidence of such will be considered a material breach of this Contract and grounds for termination for cause.

## **8.8** General

- A. Before any Work is initiated, Contractor shall confer with Owner and agree on a sequence of procedure; means of access to premises and buildings; approaches; use of corridors, stairways elevators, and similar means of movement; and the location of partitions, eating spaces, and restrooms for Contractor's employees and the like.
- B. Contractor shall commence the Work on the Construction Start Date. Final Completion shall be achieved not later than the Final Completion Date set forth in the Job Order.
- C. Contractor shall be prepared to perform Work during all hours of the day seven (7) days a week. Contractor shall perform Work during such hours and days as are necessary to complete the Detailed Scope of Work within the Job Order Completion Time.

## **8.9** Existing Furniture and Portable Office Equipment

- A. Furniture and portable office equipment in the immediate area of the Work shall be moved by Contractor, unless other arrangements have been made, and replaced to original position upon completion of the Detailed Scope of Work. If the location or nature of the Work will not allow furniture and portable office equipment to be replaced to its original position, new locations will be designated by Owner for placement by Contractor.

#### **8.10 Materials, Equipment and Personnel**

- A. Contractor shall furnish all materials, equipment and personnel necessary to manage and accomplish the Detailed Scope of Work.
- B. Delivery of materials and equipment shall be made with a minimum of interference to Owner operations and personnel.
- C. At no time during the Work shall Contractor place, or suffer to be placed, any material or equipment, etc., at any location that would impede or impair access to or from existing facilities.
- D. In order for Contractor to be paid for stored materials, the materials must be stored on site. An invoice for the stored materials must accompany the pay application. Contractor must store material and equipment in areas indicated by the Owner. Contractor must store materials and equipment at Contractor's own risk. The Owner is not responsible for lost, stolen or damaged goods.
- E. All materials and equipment shall be shipped and stored and handled in a manner that will afford protection and ensure that it remains in factory-new condition at the time it is incorporated in the Work. After installation, materials and equipment shall be properly protected by Contractor against damage or deterioration until Final Completion.
- F. Any part of the Work damaged during installation or prior to Final Completion shall be repaired by Contractor so as to be unnoticeable and to be equal in quality, appearance, serviceability and other respects to an undamaged item or part of the Work. Where this cannot be fully accomplished, the damaged item or part shall be replaced. After installation, all exposed surfaces and parts of an item or of the Work shall be cleaned in a manner that will not damage the finish or any of the parts of the item, so that the completed Work is free of all defects. All damaged or defaced Work shall be repaired or replaced to Owner's satisfaction at the expense of Contractor.

#### **8.11 Method of Performing Work, Non-Interference with Owner Activities, Traffic Control and Job Site Management**

- A. Contractor shall perform the Work efficiently, safely, and so as not to interfere with the use of any adjacent land or building areas, including the reasonable aesthetic appearance of the Site and all storage/staging areas
- B. Contractor shall cooperate with Owner to the fullest extent in providing traffic control during course of construction so as to provide a minimum of inconvenience to Owner.
- C. Contractor shall limit its operations to the assigned Site, except as necessary to connect to existing utilities and shall not, without the prior written permission of Owner or the affected property owner, encroach on property outside the Site.
- D. Contractor shall not permit unauthorized persons or activities on the Site and shall maintain the Site in a safe and secure manner.

#### **8.12 Utility and Other Services**

- A. It is of paramount importance that the Work not interfere in any way with the normal operation of the existing utility services. No interruption of the utility services can be allowed. Contractor will coordinate all Work affecting utility services in the existing building with Owner Representative.
- B. Contractor shall prearrange time with Owner Representative whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with Owner in doing Work so as to cause the least annoyance and interference with the continuity of Owner's operations. Any existing plumbing, heating,

ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with Owner Representative to avoid any disruption of operation within the building or construction or other building or utilities. In no case, unless previously approved in writing by Owner Representative, shall utilities or other services be left disconnected at the end of a workday or over a weekend. Any interruption of utilities or other services, whether negligently, intentionally, or accidentally, shall not relieve Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or Subcontractor, or from responsibility for repairing and restoring the utility or other service to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.

#### **8.13 Site Neatness and Cleanup**

- A. Contractor shall maintain the Site in a neat and orderly manner acceptable to the Owner. Contractor at all times shall keep the Site free from accumulation of waste materials or rubbish caused by its operations. If Contractor fails to properly clean up during construction, or if a dispute arises between Contractor and/or separate contractors as to their responsibility for cleaning up, Owner may clean up and charge the costs thereof to contractors responsible as determined by Owner or Owner Representative.
- B. Contractor shall complete final cleanup of the premises before Final Completion. Contractor shall remove all its waste materials and rubbish from the Site, as well as all tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up at Site prior to Final Completion, Owner may do so and the cost thereof shall be charged to Contractor or offset against amounts due to the Contractor.

#### **8.14 Matters Relating to Subcontractors**

- A. Contractor shall caution each Subcontractor to become familiar with the Detailed Scope of Work and the Technical Specifications. Contractor shall also caution each Subcontractor that no consideration will be given to any claim of ignorance of the contents of the Detailed Scope of Work and any specification or standard referenced therein especially since each Subcontractor is expected to be familiar with his own trade's generally accepted and published specifications and standards of quality.
- B. No allowance shall be made on behalf of any Subcontractor for errors due to its negligence in not being familiar with the existing site conditions for the Work.
- C. Each Subcontractor shall make the field measurements necessary for its Work and shall be responsible for the accuracy of those measurements and its work.
- D. Each Subcontractor shall acquaint itself with the Work of other Subcontractors whose activities are mutually affected so that their efforts are coordinated to avoid mistakes, omissions, disputes, delays and damage to each other's work.
- E. If any structural difficulties prevent a Subcontractor from installing its materials or equipment properly, Contractor shall promptly notify Owner Representative so that Owner and Design Professional, may be consulted on how best to resolve the difficulty. If it is necessary for the Subcontractor to cut into walls and/or floors, the Work shall be done carefully and neatly and only with the full knowledge of Owner Representative and Design Professional. This is especially true when structural elements or utilities are involved.
- F. All patching and repairing of damaged items of the Work shall be done by the Subcontractor originally performing that item of the Work.
- G. Each Subcontractor shall remove tools, equipment, materials and debris from the Site promptly upon completion of its Work and shall leave its work area clean and free from rubbish and debris.

#### **8.15 Miscellaneous**

- A. Contractor, Subcontractors and Suppliers shall be responsible for taking all appropriate

field measurements prior to fabrication and installation of any item. Such measurements shall be taken sufficiently in advance so as to avoid any delay or potential delay. Failure to adhere to this provision shall render such delays the responsibility of Contractor.

- B. Contractor shall be responsible for laying out its own Work and for any damage which may occur to work of any other contractor because of Contractor's own errors or inaccuracies. Contractor shall also be responsible for unloading, uncrating, storing and handling all materials and equipment to be erected or placed by it, whether furnished by Contractor or others.
- C. Contractor shall repair any part of the finished Work damaged during installation or prior to substantial completion of the Work so as to be equal in quality, appearance, serviceability, and other respects to an undamaged item or part of the Work. Where this cannot be fully accomplished, Contractor shall replace the damaged item or part.
- D. Unless otherwise specifically mentioned, Contractor shall furnish and install all anchors, bolts, screws, fittings, fillers, hardware, accessories, wiring, conduit, ductwork, trim and other parts required for or in connection with any item or material to make a complete, serviceable, finished installation satisfactory to the Owner whether or not expressly called for by the Detailed Scope of Work or the Technical Specifications.
- E. Contractor shall procure and furnish to Owner all guarantees, warranties, manuals and spares that are called for by the Detailed Scope of Work or the Technical Specifications or that are mentioned in the manufacturer's product literature. Guaranties and warranties shall commence as of the date of Final Completion.
- F. Contractor shall pay all royalties and license fees to which third parties are entitled as holders of any proprietary rights, United States patent or copyright, now or hereafter issued relating to the Work.

#### **8.16 Drawings and Specifications**

- A. A Detailed Scope of Work may reference Drawings and Specifications. In such case, they will be attached to the Detailed Scope of Work and issued with the Job Order.
- B. Contractor will study and compare the Drawings and Specifications in advance of beginning each phase or portion of the Detailed Scope of Work to be performed and immediately report any material error, inconsistency, conflict, ambiguity or omission that is discovered.
- C. All Work will be performed in a workmanlike manner and all materials used will be new and of the highest quality and of the type best adapted to their purpose, unless otherwise specified.
- D. If the Drawings and Technical Specifications do not cover a particular phase or aspect of the Work, the installation and maintenance directions of the manufacturer shall be followed.

The Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. When the Job Order specifies shop drawings, Product Data or Samples are required, Contractor shall not perform the relevant portion of the Work without approved shop drawings, Product Data or Samples as provided in this Section. Any Work performed in violation of this provision will be solely at the Contractor's risk regardless of the Design Professional's, Owner Representative's and/or Owner's knowledge of such work.

- E. The Contract Documents are applicable to each Job Order and are complementary, requiring a complete project. Any requirement occurring in any one of the Contract Documents is binding as though occurring in all documents. Generally, the Specifications and the Technical Specifications address criteria and quality of materials and standards for

workmanship, types of materials and contract conditions and the Drawings show placement, sizes, fabrication details of materials, dimensions, positions and details of construction. In the event of conflict in the Contract Documents, the priorities stated in the definition of Contract Documents and the priorities stated below shall govern:

1. Contract amendments shall govern over all other Contract Documents and subsequent Amendments shall govern over prior Modifications only to the extent modified. Supplemental Job Orders shall govern over its associated original Job Order and subsequent Supplemental Job Orders shall govern over prior Supplemental Job Orders.
  2. In case of conflict between Drawings and Specifications, the Specifications shall govern.
  3. Conflicts within the Drawings:
    - a. Schedules, when identified as such, shall govern over all other portions of the Drawings.
    - b. Specific notes shall govern over all other notes and all other portions of the Drawings, except schedules identified as such.
    - c. Larger scale Drawings shall govern over smaller scale Drawings.
    - d. Figured or numerical dimensions shall govern over dimensions obtained by scaling.
  4. This Operating Manual shall govern over all sections of the Drawings, Detailed Scope of Work and the Technical Specifications.
  5. In the event provisions of codes, safety orders, Contract Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.
  6. In the event of any conflict in the Job Order, Contractor shall request an interpretation by Owner Representative before performing the Work, provided that when the conflict involves documents prepared by Design Professional, Owner Representative may elect to consult with Design Professional and obtain Design Professional's view before resolving the conflict.
- F. If the Detailed Scope of Work, or the documents referenced therein, are not complete as to any Minor Detail of a required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists an accepted trade standard for good and skillful construction, such detail shall be deemed to be an implied requirement in accordance with such standard.
- G. "Minor Detail" shall include the concept of substantially identical components, where the price of each such component is small even through the aggregate cost or importance is substantial, and shall include a single component which is incidental, even though its cost or importance may be substantial.
- H. The quality and quantity of the parts or material so supplied shall conform to trade standards and be compatible with the type, composition, strength, size, and profile of the parts of materials otherwise set forth in the Detailed Scope of Work.
- I. Each Job Order shall be presumed to include all items of Work reasonably necessary to complete the Detailed Scope of Work, expressly or by inference. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

- J. The organization of the specifications, if any, for a Job Order into divisions, sections and articles, and the arrangement of drawings, if any, shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.
- K. Prior to Final Completion, if the Contractor was provided Drawings, the Contractor shall complete and turn over to Owner Representative the as-built drawings for review by Owner Representative. The as-built drawings shall consist of a set of drawings, which clearly indicate all field changes that were made to adapt to field conditions, field changes resulting from Supplemental Job Orders or directives and all buried and concealed installation of piping, conduit and utility services. All buried and concealed items both inside and outside the facility shall be accurately located on the as-built drawings as to depth and in relationship to not less than two (2) permanent features such as interior or exterior wall faces. The as-built drawings shall be clean and all changes, corrections, and dimensions shall be given in a neat and legible manner in a contrasting color.

#### **8.17 Submittals and Shop Drawings**

- A. Contractor shall submit to Design Professional, with such promptness as to cause no delay in the Work, all submittals and shop drawings as required by the Job Order.
- B. Each submittal or shop drawing must be accompanied by a transmittal letter containing a list of the titles and numbers of the submittal or shop drawings. Each series shall be numbered consecutively for ready reference and each submittal and shop drawing shall be marked with the following information:
  - 1. Date of submission
  - 2. Name of Project
  - 3. Location of Project
  - 4. Branch of Work (specification section)
  - 5. Contract Number
  - 6. Job Order number
  - 7. Name of Contractor
  - 8. Name of Subcontractors
  - 9. Revision number
- C. Contractor shall include with submittals and shop drawings, a written statement indicating all deviations from the Detailed Scope of Work and the Technical Specifications. Failure to so notify the Design Professional of such deviations will be grounds for subsequent rejection of the related Work. If, in the opinion of Owner Representative, after consultation with Design Professional, the deviations are not acceptable, Contractor must furnish the item as specified or as indicated in the Detailed Scope of Work and the Technical Specifications.
- D. All Subcontractor submittals and shop drawings shall be reviewed by Contractor prior to being submitted to Design Professional and shall bear a written statement by Contractor that the submittals or shop drawings are consistent with the Detailed Scope of Work and the Technical Specifications or if not totally consistent shall bear a written statement indicating all deviations. Any submittals or shop drawings submitted without the statements will be returned for resubmission; the submittal or shop drawings will be considered as not having been submitted, and any delay caused thereby shall be Contractor's sole

responsibility. This review by Contractor of Subcontractor shop drawings shall not be construed as Contractor approval of the design therein except that it shall be a representation that the letter accompanying the shop drawings does indicate all deviations from the Detailed Scope of Work and the Technical Specifications.

- E. It is Contractor's obligation and responsibility to check all of its shop drawings and to be fully responsible for them and for coordination with connecting construction Work. Shop drawings shall indicate in detail all parts of an item of Work, including, without limitation, erection and setting instructions and engagements with work of other trades or other separate contractors.
- F. By reviewing or submitting submittals and shop drawings, Contractor represents that it has determined and verified availability, field measurements, field construction criteria, materials, catalog numbers and similar data, and that it has checked and coordinated each submittal and shop drawing with the requirements of the Job Order and the Technical Specifications. If any specified material item or part is not available, Contractor shall so indicate to the Design Professional.
- G. Owner Representative with assistance of the Design Professional, shall review and approve submittals and shop drawings and return them to Contractor within ten (10) days of receipt unless otherwise previously agreed in writing. For scheduling purposes, Contractor must assume a ten (10) day review period for each set of submittals and shop drawings. For complex submittals and shop drawings, Contractor must assume two (2) ten (10) day review cycles. If review and approval are delayed beyond ten (10) days, Design Professional shall notify Contractor and Owner in writing stating the reason for the delay. Approval shall not relieve Contractor from the responsibility for deviations from the Detailed Scope of Work and the Technical Specifications, unless it has been called to Owner Representative's attention, in writing, at the time of submission. Any modification will be approved only if it is in the interest of Owner to effect an improvement in the Work and does not increase the Job Order Price or the Job Order Completion Time. Any such modification is subject to all other provisions of the Detailed Scope of Work and the Technical Specifications and is without prejudice to any and all rights under any surety bond.
- H. If the Design Professional returns a submittal or shop drawing to Contractor with the notation "rejected", "revise and resubmit", or "approved as noted", Contractor, so as not to delay the Work, shall promptly submit a submittal or shop drawing conforming to the requirements of the Detailed Scope of Work and the Technical Specifications and indicating in writing on the submittal or shop drawings and on the transmittal what portions of the resubmittal have been altered in order to meet with the approval of the Owner Representative and the Design Professional. Any other differences between the resubmittal and the prior submittal shall also be indicated on the submittal or shop drawing as a special note.
- I. No extension of time will be granted to Contractor because of its failure to submit submittals or shop drawings in ample time to allow for review, possible resubmittals and approval. Fabrication of Work shall not commence until Contractor has received written approval. Contractor shall furnish prints of its approved shop drawings to all Subcontractors whose work is in any way related to the Work covered by the shop drawings. Only prints bearing this approval will be allowed on the Site.

#### **8.18 Product Data and Product Samples**

- A. When the Job Order requires product samples, Contractor shall furnish product samples of all items requested or required by the specifications. Product samples shall be properly identified and submitted with such promptness as to cause no delay in the Contractor's Work or in the work of any other contractor and to allow time for consideration by Design Professional. Contractor shall submit product samples to Owner Representative and Design Professional, for review and approval in accordance with the requirements for shop drawings and submittals in the heading above, and the requirements in this heading on

product data and product samples.

- B. Each product sample must be accompanied by a letter of transmittal containing the following information:
1. Date of submission
  2. Name of Job Order
  3. Site
  4. Branch of Work (specification section number)
  5. Job Order number
  6. Name of submitting Contractor
  7. Name of Subcontractor
- B. Contractor shall furnish to Owner Representative and Design Professional, a certificate stating that material or equipment submitted complies with the Detailed Scope of Work and the Technical Specifications. If a certificate originates with the manufacturer, Contractor shall endorse it and submit it to Owner Representative and Design Professional, together with a statement of compliance in its own name.
- C. Unless Design Professional is requested at the time of submittal to return samples at Contractor's expense, rejected samples will be destroyed.
- D. After delivery of materials, the Owner Representative and Design Professional, may make such tests, as they deem necessary, with samples required for such tests being furnished by and at the cost of Contractor. Any test is for the benefit of Owner and shall not relieve Contractor of the responsibility for providing quality control measures to assure that the Work strictly complies with the Detailed Scope of Work and the Technical Specifications. No test shall be construed as implying acceptance of materials, work, workmanship, equipment, accessories or any other item or thing.
- E. On the basis of the test results, materials, workmanship, equipment or accessories may be rejected even though general approval has been given. If items have been incorporated in the Work, Owner Representative after consultation with the Design Professional, and Owner shall each have the right to cause their removal and replacement by items meeting the Detailed Scope of Work and Technical Specifications requirements or to demand and secure appropriate reparation to Owner from the Contractor.

**8.19 Tests, Inspections, Observations and Approvals Do Not Relieve Contractor of Responsibility**

- A. No tests, inspections, observations or approvals performed or given by Owner Representative, Owner or Design Professional, or others acting for Owner or any agency of Federal, State or local government nor any acts or omissions by Owner Representative, Owner or Design Professional, in administering the JOC Program shall relieve Contractor from its duty to perform the Work in accordance with the Detailed Scope of Work and the Technical Specifications, the other Contract Documents and applicable law.

**Legal Requirements, Permits, Taxes and Fees**

- B. Contractor shall be responsible for complying with all applicable Legal Requirements. Contractor shall be 100% responsible for and pay any costs associated with or arising from any non-compliance with Legal Requirements.
- C. Contractor shall pay all taxes for and related to the Work (including, without limitation, franchise taxes, sales taxes and use taxes) or its portion thereof, which are legally enacted



when the Job Order is issued, whether or not yet effective. Contractor will not be reimbursed for any tax payments.

**8.20 Contractor Provides Manufacturer's Warranties and Manuals**

- A. Contractor will provide Owner with all manufacturers' warranties and operation and maintenance manuals upon Final Completion of the Job Order.

## **SECTION 9 SUBCONTRACTORS AND SUPPLIERS**

### 9.1 Subcontractor Generally

- A. In addition to this Section 9 “Subcontractors and Suppliers”, there are many provisions relating to Subcontractors throughout the Contract Documents. The Owner has the right to reject any Subcontractor.

### 9.2 Contractor Self-Performance of Work

- A. Contractor may self-perform Work.

### 9.3 Owner Subcontractor Selection Plan

- A. Contractor shall select Subcontractors for each Job Order on a qualifications-only basis or on a qualifications and price basis. Subcontractors shall not be selected on a price-only basis. The Contractor shall select Subcontractors in accordance with the subcontractor selection plan proposed by the Contractor in submitting its qualifications with those modifications as the Owner and the Contractor agreed to in writing.
- B. Although there is no contractual commitment, Owner encourages Contractor to have Work performed by small businesses.

### 9.4 Contractor Responsibilities Relating to Subcontractors

- A. Contractor agrees to pay each Subcontractor and Supplier the full amount due to the Subcontractor or Supplier within seven (7) business days after Contractor receives payment from Owner.
- B. Contractor is fully responsible for its Subcontractors’ Work and acts and omissions in connection with the performance of its Subcontractors’ Work.
- C. Contractor is responsible for coordinating the activities of all Subcontractors.

### 9.5 Subcontractor Relationship with Owner; Assignment of Subcontracts

- A. Nothing in the Contract Documents is intended or shall be construed or deemed to create any legal or contractual relationship between Owner and a Subcontractor. In addition, nothing in the Contract Documents is intended or shall be construed or deemed to create any third-party beneficiary rights.

## SECTION 10 INSPECTIONS

### 10.1 General

- A. Design Professional and Owner shall at all times have access to the Detailed Scope of Work, including, without limitation, materials being fabricated or stored off site. Contractor shall furnish at Contractor's cost any facilities necessary for sufficient and safe access to the Site.
- B. All Work and all materials are subject to inspection by Owner and Owner Representative to determine if they conform to the Contract Documents and Job Order.
- C. Contractor shall notify Owner and Design Professional by email or fax at least twenty-four (24) hours prior to the time at which Owner, Design Professional, or Owner Representative must be present to perform an inspection. Failure to provide such notice will place Contractor at risk for all consequences of non-inspection and having to uncover Work.
- D. Nonconforming Work or materials may be rejected and Contractor shall correct such rejected Work without additional compensation, even if the Work or materials have been previously inspected or accepted by Owner and Owner Representative or even if Owner or Owner Representative failed to observe the unsuitable Work or materials.
- E. Regardless of any notification by Contractor to Owner and Owner Representative that Work is ready for inspection, any Work which is covered prior to inspection by Owner Representative and Owner without prior consent of Owner Representative or Owner must be uncovered and recovered by Contractor, if requested by Owner Representative or Owner, at Contractor's sole cost and expense and at no cost to Owner.
- F. If any portion of the Detailed Scope of Work has been covered after inspection by Owner Representative and Owner or with the consent of Owner Representative and Owner without inspection, Owner may request that it be uncovered for observation. If such portion is found to be in accordance with the requirements of the Contract Documents and the Job Order, the cost of uncovering and recovering it shall be charged to Owner. If such portion is found not to be in accordance with the requirements of the Contract Documents and the Job Order, Contractor shall pay such costs as well as the costs of correcting the non-conforming Work.
- G. Inspections, tests, measurements, or other acts of Owner, Design Professional, and/or Owner Representative are for the sole purpose of assisting Owner, Design Professional, and Owner Representative in determining that the Work, materials, rate of progress, and quantities comply with the Contract Documents, Job Order and/or Contractor's requests for payment. These acts or functions and issuance of the Final Inspection Certificate as provided below shall not relieve Contractor from performing the Work in full compliance with the requirements of the Contract Documents nor relieve Contractor from any of the quality, compliance and responsibility for the Work assigned to it by the Contract Documents. No inspection or issuance of a Final Inspection Certificate or other action by Owner, Design Professional, or Owner Representative shall constitute or imply acceptance or waiver of rights.

## 10.2 Design Professional Role in Inspections

- A. Design Professional, may inspect any Work on behalf of Owner and have the right to accept any Work on behalf of the Owner. Contractor shall rely on any inspection by Design Professional. Owner Representative may request Design Professional, engaged by Owner, to assist Owner Representative in inspection of Work.

## 10.3 Final Inspection

- A. The Punch List will be developed if it is determined at the inspection for Final Completion that there are deficiencies, corrections or incomplete items.
- B. When Contractor submits in writing to Owner a final Application for Payment for a Job Order and a request for a final inspection of the Detailed Scope of Work, Owner Representative and Owner shall determine the validity of the request. Owner Representative and Owner may request Design Professional, to participate in the determination.
- C. In making the determination whether to issue a Final Inspection Certificate and of the amount thereof, Owner Representative:
  - 1. May consult with Owner and Design Professional;
  - 2. May request Design Professional, to participate in the inspection or take other appropriate actions relating to the inspection; and
  - 3. Will visit and observe the site and evaluate whether the Detailed Scope of Work has been completed in conformance with the Contract Documents.
- D. Following the final inspection,
  - 1. If the Detailed Scope of Work is complete in accordance with the requirements of the Contract Documents and the Job Order, Owner Representative will issue a Final Inspection Certificate stating that to the best of the Owner Representative's knowledge, information and belief, and on the basis of the Owner Representative's observations and inspections, the Detailed Scope of Work(including, without limitation, all deficiency, incomplete and correction items (Punch List)) has been completed in accordance with the terms and conditions of the Contract Documents and the Job Order.
  - 2. If as a result of the inspection it is determined by Owner or Owner Representative that there are any deficiencies, corrections or incomplete items, Owner Representative will not issue the Final Inspection Certificate but instead will give Contractor a Punch List of such items.
  - 3. Contractor shall promptly complete or correct each of the items on the Punch List and may then request another final inspection.
  - 4. A Final Inspection Certificate will not be issued and final payment will not be made until all items on the Punch List and the Detailed Scope of Work are complete in accordance with the Contract Documents.

- E. In the event Contractor does not complete the Detailed Scope of Work (including, without limitation, all Punch List items) within the Job Order Completion Time, Owner shall have the right to have these items corrected or completed by Owner or others, in which event Contractor shall pay or reimburse Owner for all costs and expenses incurred by Owner, including, without limitation, all architectural, engineering and inspection costs and expenses incurred by Design Professional, Owner Representative and Owner. Alternatively, Owner may deduct the amount owing by Contractor from any amount due Contractor under the Job Order or otherwise.

## SECTION 11 PROJECT CLOSEOUT

### 11.1 DEFINITIONS

- A. "Standard product warranties" means preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. "Special warranties" means written warranties required by or incorporated in the Contract Documents or the Job Order, either to extend time limits provided by the standard warranties or to provide greater rights for the Owner's Representative.

### 11.2 FINAL CLEANING

- A. Contractor shall employ experienced workers or professional cleaners for the final cleaning. Contractor shall perform the following special cleaning at completion of Work:
  - 1. Remove marks, stains, fingerprints, soil and dirt from finished surfaces.
  - 2. Remove spots, soil, paint, grout and mastic from tile work and wash same.
  - 3. Clean fixtures, equipment and piping; remove stains, paint, dirt and dust.
  - 4. Remove temporary floor protections; clean and polish floors.
  - 5. Clean exterior and interior metal surfaces, including doors and windows and their frames.
  - 6. Remove oil, stains, dust, dirt, paint and the like from items required to have a polished finish; polish and leave without finger marks or other blemishes.
- B. Existing improvements, inside or outside the property which are disturbed, damaged or destroyed by the Work shall be restored to the condition in which they originally were, or to the satisfaction of the Owner.

### 11.3 PROJECT RECORD DOCUMENTS

- A. As the Work progresses, the Contractor shall maintain a complete and accurate record of changes or deviations from the Detailed Scope of Work and Shop Drawings, indicating the Work as actually installed. Record information in the appropriate locations on a record set of blue line prints of the Drawings and Shop Drawings and a copy of the Specifications that are maintained solely for the purpose of this documentation. Keep this set of record documents at the project site for review by the Owner and Owner Representative. Information contained in the record documents shall include, but not be limited to:
  - 1. Modifications made by Section 13, Change In Work, that shall be transferred to the record documents.
  - 2. Location of site underground pipes, conduits, ducts, cables and similar Work, dimensioned horizontally to permanent points of reference and located vertically by indicating depth of burial. Dimensions shall be accurate within  $\pm 6$  inches.
  - 3. Location of major conduit runs, power, control and alarm wiring, etc., dimensioned horizontally to permanent points of reference. Dimensions shall be accurate within 6 inches. By notation, describe the vertical location of the item such as "below slab," "above ceiling," etc.

4. Modifications made to accommodate field conditions.
  5. Revise Drawings and panel schedules to show final circuiting of all equipment.
- B. The Owner Representative will provide the Contractor with a set of reproducible drawings at Contractor's expense. Seals and signatures of Registrants shall be completely removed and/or permanently obscured. Contractor shall provide the following on the Drawings:
1. Changes in the Job Order, secured with prior approval of the Owner Representative, recorded in a neat readable manner, in black ink or pencil, by a competent drafter. Deletions shall be made by erasure or sepia eradicator only.
  2. Prior to application for final payment, transfer all changes, information and notations made to the record blue-line prints to a set of sepia Mylar transparencies.
- C. Upon Final Completion, deliver the complete set of Record Documents including blue-line prints, sepia Mylar transparencies, Shop Drawings and annotated Specifications to the Owner Representative for approval.
- D. Owner's Manual: Prior to final payment, submit four (4) bound or scanned .pdf documents copied to CDROM containing the following required submittals and any others required in other Sections, suitably typed, indexed and labeled for ready reference:
1. Subcontractors, major Suppliers list with company's names, addresses and telephone numbers.
  2. Warranties and certifications.
  3. Affidavit from general and Subcontractors on use of asbestos free materials (See Attachment 4 to Form of Job Order).
  4. Maintenance/operation instructions and parts list (other than Division 28).
  5. List of Extra Materials supplied to Owner, signed by Owner's Representative.
  6. Other items required by the Specifications.
- E. The following list is intended as a guide to the Contractor to aid in the determining record documents required for the project, however, the requirements specified in the technical sections shall take precedence over this list and this list is not to be interpreted as being complete.
1. Division 00 through Division 48

#### 11.4 OPERATION AND MAINTENANCE DATA

- A. Upon Final Completion specified under Division 28, Contractor shall furnish two (2) hard, bound copies in binders and two (2) electronic copies of operating and maintenance instructions and parts lists for materials, equipment and systems, including electrical and control items, being supplied.
- B. Operating instructions shall include complete operating sequence, control diagrams, description of method of operating machinery, machine serial numbers, factory order numbers, parts, tests, instruction books, Suppliers' phone numbers and addresses and individual equipment guarantees. Parts lists shall be complete in every respect, showing parts and part numbers for ready reference.

- C. Maintenance instructions shall include a written list of required and suggested maintenance for HVAC, electrical, fire alarm or other equipment or features in the project. Each item shall contain a brief description of the maintenance required as well as the recommended time frame or period for the maintenance.
- D. Contractor shall assemble maintenance manual and operating instructions in hard back loose leaf binders and suitably label and index material for ready reference.
- E. Upon Final Completion, Contractor shall submit one copy of the Maintenance Manual and Operating Instructions to the Design Professional for approval and upon receipt of Notice of Approval, deliver the additional corrected copies to the Owner.

#### 11.5 OPERATION AND MAINTENANCE MANUAL

- A. Owner's Manual: Prior to final payment, contractor shall submit one (1) hard copy for review to the Design Professional. Upon approval, Contractor shall determine how many manuals are required containing the following required submittals and any others required in other Sections, suitably typed, indexed and labeled for ready reference.
- B. Upon Substantial Completion, Contractor shall furnish two (2) hard, bound copies in binders and two (2) electronic copies of operating and maintenance instructions and parts lists for materials, equipment and systems, including electrical and control items, being supplied. Contractor shall furnish separate copies for each Division.
- C. Operating instructions shall include complete operating sequence, control diagrams, description of method of operating machinery, machine serial numbers, factory order numbers, parts, tests, instruction books, Suppliers' phone numbers and addresses and individual equipment guarantees. Parts lists shall be complete in every respect, showing parts and part numbers for ready reference.
- D. Maintenance instructions shall include a written list of required and suggested maintenance for HVAC, fire alarm, electrical or other equipment or features in the project. Each item shall contain a brief description of the maintenance required as well as the recommended time frame or period for the maintenance.
- E. Contractor shall assemble maintenance manual and operating instructions in hard back loose-leaf binders, suitably labeled and indexed for ready reference.

#### 11.6 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Contractor shall provide products, spare parts, and maintenance materials in quantities specified in each section, in addition to that used for construction of Work. Contractor shall coordinate with Owner, deliver to person and location as directed and obtain receipt. Contractor shall copy receipt to the Design Professional and Owner. This documentation is required prior to final payment.
- B. Contractor shall deliver spare parts, tools, and extra stocks of material and similar physical items required by individual specification sections to the Owner with a copy of the transmittal to the Design Professional. Contractor shall obtain signed receipts from the Owner for all items.
- C. Contractor shall change over construction locks to permanent keying system and deliver the required number of keys to the Owner. Contractor shall prepare a transmittal document and obtain signed receipts from the Owner for all items.

#### 11.7 SUMMARY



- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
- B. Refer to the Contract Documents of the contract for terms of the period for correction of the Work.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve Suppliers, manufacturers, and Subcontractors required to countersign special warranties with the Contractor
- D. Separate Prime Contracts: Each Prime Contractor is responsible for warranties related to its own contract.

#### 11.8 WARRANTY REQUIREMENTS

- A. Warranties required by the Contract Documents shall commence on the date Substantial Completion is certified by the Design Professional.
- B. Related Damages and Losses: When Contractor corrects failed or damaged warranted construction, Contractor shall remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access of correction of warranted construction.
- C. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding; Contractor shall reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty including an equitable adjustment for depreciation.
- D. Replacement Cost: Upon determination that Work covered by a warranty has failed, Contractor shall replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents and the Job Order. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner had benefited from use of the Work through a portion of its anticipated useful service life.
- E. Owner Recourse: Express warranties made by Contractor to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Express warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- F. Rejection of Warranties: The Owner reserves the right to reject warranties that conflict with requirements of the Contract Documents.

#### 11.9 SUBMITTALS

- A. Contractor shall submit written warranties to the Design Professional prior to the date certified for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, the Contractor shall submit written warranties upon request of the Owner.
- B. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor, during the construction period, Contractor shall submit properly executed warranties to the Owner within fifteen (15) days of the completion of that designated portion of the Work.

- C. Form of Submittal: At Final Completion, Contractor shall compile two (2) hard, bound copies in binders and two (2) electronic copies of each required warranty properly executed by the Contractor, Subcontractor, Supplier, or manufacturer. The warranty documents must be organized into an orderly sequence based on the table of contents of the Project Manual.
- D. Contractor shall bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and:
  - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and name, address, and telephone number on the Installer.
  - 2. Identify each binder on the front spine with the typed or printed title "WARRANTIES", Project title of name, and name of the Contractor.
  - 3. When warranted construction required operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

#### 11.10 EXAMINATION AND PREPARATION

- A. Contractor shall examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, plumb, smooth, clean, and free of deleterious substances; substrates within installation tolerances; and application conditions within environmental limits. Contractor shall proceed with installation only after unsatisfactory conditions have been corrected.
- B. Before proceeding to lay out the Work, Contractor shall verify layout information shown in the Detailed Scope of Work, in relation to property survey and existing benchmarks.
- C. Contractor shall take field measurements as required to fit the Work properly. Where fabricated products are to be fitted to other construction, verify dimensions by field measurement before fabrication and, when possible, allow for fitting and trimming during installation.

#### 11.11 CORRECTION OF WARRANTY WORK

- A. The Contractor is required to perform warranty repair work. When the Contractor fails to perform the warranty repair Work in accordance with these Contract Documents and the Job Order, the Owner may complete the repair work and seek reimbursement, for the expenses incurred, from the Contractor or may offset incurred expenses against amounts due to the Contractor.
- B. The Owner's Representative and/or Owner shall serve as the Warranty Coordinator and may designate an Alternate Warranty Coordinator who shall have the authority and responsibility to perform the Coordinator's functions when the Coordinator is absent. The Warranty Coordinator shall maintain:
  - 1. An updated list of all building/systems that are covered by a warranty.
  - 2. An updated schedule of all equipment under warranty and their warranty period.
- C. Before authorizing repairs to or replacement of parts on any building/system, the Warranty Coordinator shall determine if a valid warranty, covering the specific failure, exists. The Warranty Coordinator shall avoid, whenever possible, any action that may void a warranty.

- D. When a valid warranty exists, the Warranty Coordinator shall contact the Contractor regarding the terms of the warranty. The Warranty Coordinator shall provide copies of the Warranty Notification to Owner Representative, Owner, the Contractor and the responsible Subcontractors, manufacturers and Suppliers.
- E. If there is no warranty covering the specific failure, or if the warranty has expired, the Warranty Coordinator shall ensure that the necessary repairs/replacements are completed in accordance with the appropriate written instructions.
- F. Warranty Coordinator shall evaluate all failures covered by a warranty and determine the required timeframe for correction based on the urgency of the failure. Failures will be categorized as Emergency, Urgent or General. Upon notification of warranty Work required, the Subcontractor shall complete the warranty repair Work in the following timeframe:
  - 1. Emergency repair Work with in four (4) hours
  - 2. Urgent repair Work within sixteen (16) hours
  - 3. General service or repairs within five (5) days
- G. Emergency failures require immediate action to resolve imminent threats to health, life, safety or a security system failure. When the Warranty Coordinator determines that an emergency situation exists, he/she shall authorize immediate action to control the emergency and prevent greater loss.
  - 1. Upon determination that the failure is covered by a warranty, the Coordinator shall complete a Warranty Notification Form, immediately notify the Contractor and coordinate with the Contractor for immediate repair.
  - 2. The Warranty Coordinator may extend the allowable timeframe, provided the Contractor has submitted a written request and has documented that the problems requiring the time extension are beyond their control. The Contractor shall reach an agreement with the Warranty Coordinator on the specific repairs to be performed, when the repairs will be completed, and document the agreement in a letter to the recipients of the WarrantyNotification.
- H. In the event that the Contractor fails to respond and/or restore the building/systems to operating condition within the specified time period, the Warranty Coordinator will arrange for the Work to be performed by qualified personnel/contractors. The Contractor shall be responsible for reimbursing the Owner for the expenses incurred.
- I. Warranty Coordinator shall monitor all on-site repairs done by any Contractor in response to a warranty claim request to ensure compliance with the repair agreement. The Warranty Coordinator shall ensure that each warranty claim is fully documented.
  - 1. Contractor shall assign a representative to walk with the Owner Warranty Coordinator to review the completed project six (6) months and eleven (11) months after final completion date. Contractor shall document any found deficiencies. Items found requiring correction, modification, or warranty attention shall be documented and resolved as noted in this specification section.

## 11.12 PROJECT CLOUSEOUT CHECKLIST

- A. SPARE PARTS AND MAINTENANCE MATERIALS

1. Contractor shall deliver spare parts, tools, extra stocks of material and similar physical items required by individual Specification sections to the Owner with a copy of the transmittal to the Owner Representative and obtain signed receipts from the Owner for all items.

B. OWNER TRAINING

1. The Contractor shall include all costs associated with providing educational services necessary for (1) State of Arizona employee to become a factory authorized, fully certified technician for the fire alarm equipment, HVAC equipment and electrical systems being supplied and installed by the JOC Contractor.
2. The educational services shall be provided locally (offered in the City of Phoenix metropolitan area) and shall be inclusive of all necessary educational / training classes, seminars, instructor fees and their associated travel expenses, learning materials, demonstration systems, tools, testing equipment, etc. as required for full factory certification.
3. If requested by the Owner, Contractor shall video record training events and turn over (1) electronic copy to Owner upon completion.

**WARRANTY NOTIFICATION**

Warranty File Claim Number \_\_\_\_\_

To: \_\_\_\_\_ Facility \_\_\_\_\_ Date \_\_\_\_\_

**Warranty repair service is requested for the following problem:**

Problem Description

Equipment involved \_\_\_\_\_ Equipment ID Number \_\_\_\_\_

Location of Problem-Building/Room Number or Area \_\_\_\_\_ Warranty Coordinator Familiar with Problem \_\_\_\_\_

Severity of Problem:

Emergency

Urgent

General

**FOLLOW-UP TELEPHONE CALLS:**

Called \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_

Called \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_

Called \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_

This request for service will remain an outstanding item until a disposition response including the Contractor's representative signature, is received.

**CONTRACTOR DISPOSITION:**

Date Request Received \_\_\_\_\_ Time Received \_\_\_\_\_

Who Resolved \_\_\_\_\_ When \_\_\_\_\_

Description of Action Taken

Contractor's Representative Signature

**Your assistance in obtaining prompt correction of this problem is appreciated.**

**Sincerely,  
Warranty Coordinator**

**END OF SECTION**

## CLOSEOUT CHECK LIST

PROJECT: \_\_\_\_\_  
FACILITY: \_\_\_\_\_  
CONTRACTOR: \_\_\_\_\_

Owner PROJECT NO. \_\_\_\_\_

Submit the items required for your contract and project specifications as well as special items called for in the specifications not covered by this list.

- A. General Requirements: (6 originals each)
1. Certificate of Final Completion - AIA Form G704 or similar form acceptable to the Owner \_\_\_\_\_
  2. Final Pay Request \_\_\_\_\_
  3. Affidavit of Payment of Debts & Claims - AIA Form G706 or similar form acceptable to the Owner \_\_\_\_\_
  4. Affidavit of Release of Lien - AIA Form G706A or similar form acceptable to the Owner \_\_\_\_\_
  5. Consent of Surety - AIA Form G707 or similar form acceptable to the Owner \_\_\_\_\_
  6. Engineers' Letter Certifying that Project completed according to Plans and Specifications \_\_\_\_\_
- B. Lien Waivers:
1. All Subcontractors and Material Suppliers (see list submitted with bid and all approved substitutions) \_\_\_\_\_
  2. All Vendors with Preliminary Notices Filed \_\_\_\_\_
- C. Guarantees: (These are minimum warranty periods unless specifications state otherwise.)
1. Total project guarantee two (2) years by Contractor \_\_\_\_\_
  2. Electrical (2 years by Subcontractor) \_\_\_\_\_
  3. Fire Alarm System (2 years Subcontractor) \_\_\_\_\_
  4. HVAC System (2 years Subcontractor) \_\_\_\_\_
- D. "As-Built" Drawings:
1. Two (2) complete sets of As-Built Construction Documents (paper, bound) \_\_\_\_\_
  2. Two (2) electronic copies of As-Built Construction Documents \_\_\_\_\_
  3. CAD Backgrounds from Architect of Engineer in electronic form \_\_\_\_\_
- E. Record Construction Documentation:
1. Addenda \_\_\_\_\_
  2. Engineer's Supplemental Instructions \_\_\_\_\_
  3. Changes \_\_\_\_\_
  4. Requests for Information \_\_\_\_\_
- F. Maintenance & Operations Manuals: Two (2) bound and two (2) electronic copies:
1. Electrical \_\_\_\_\_
  2. Fire Alarm System \_\_\_\_\_
  3. HVAC System \_\_\_\_\_

**END OF SECTION**

## SECTION 12 MEASUREMENT AND PAYMENT

This Section 12 is applicable in the event progress payments will be utilized or as otherwise indicated on the Job Order.

### 12.1 SCHEDULE OF VALUES

- A. Applications for Payment shall be made on AIA Document G702 or similar forms acceptable to the Owner.
- B. The first Application for Payment package shall include the Application for Payment document as well as the Schedule of Values indicating the scheduled value of major categories and subcontracts for the Work. Contractor shall submit six (6) copies of the package for approval by the Owner Representative.
- C. For each item, Contractor shall provide a column for listing: Item number; Description of Work; Scheduled Value, Previous Applications: Work in Place and Stored Materials under this Application; Authorized Supplemental Job Orders; Total Completed and Stored to Date of Application; Percentage of Completion; and Balance to Finish.

### 12.2 PAY REQUEST

- A. **The form of Application for Payment shall be a notarized AIA Document G702, or similar notarized form acceptable to the Owner, supported by approved AIA Document G703, or similar notarized form acceptable to the Owner. Unless otherwise directed by the Customer, a minimum of six (6) original copies of these forms shall be submitted for each application. Contractor shall:**
  - 1. Present required information in typewritten form or electronic media printout to the Design Professional.
  - 2. Execute certification by signature of authorized officer. **(NOTARIZED)**
  - 3. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed and for stored products. Schedule of Values shall include line items for As-Built, Bond, Supervision, General Conditions and Overhead and Profit.
  - 4. List each authorized Supplemental Job Order as an extension on continuation sheet, listing Supplemental Job Order number and dollar amount as for an original item of Work.
- B. With each Application for Payment Contractor shall **submit lien releases for the previous payment**, substantiation for stored materials, monthly progress reports and updates, and any other pertinent items required by the Owner or Owner Representative and identified during the Pre-Construction Conference.
- C. Contractor shall use AIA Documents G706, Contractor's Affidavit of Payment of Debts and Claims, G706-A, Contractor's Affidavit of Release of Liens, Documents G707, Consent of Surety Company to Final Payment, **or similar forms acceptable to the Owner.**
- D. When acceptable to the Owner, the Contractor may submit for payment on properly stored materials not yet incorporated into the Work. **Materials stored on the site must be in a secured area and be protected from damage, weather, theft or vandalism. The Contractor shall be responsible for replacing any damaged or missing materials.**

- E. **Offsite storage shall not be permitted.** Stored materials must be located onsite.
- F. See Project Closeout Section 11 for Final Billing Procedure.

### 12.3 PAY FREQUENCY

- A. **Job Orders With a Job Order Completion Time Less Than Thirty (30) Days.** Contractor shall submit a single Application for Payment, as per Section 12 of this document, after Final Completion (including, without limitation, all deficiency, correction or incomplete items (Punch List)).
- B. **Job Orders With a Job Order Completion Time Greater Than Thirty (30) Days.** Contractor shall initiate Progress Payments by monthly Applications for Payment submitted as per Section 12 of this document. Such payments shall be made in accordance with A.R.S. § 41-2577.

12.4 CERTIFICATES OF PAYMENT. Within seven (7) days after the receipt of Contractor's Application for Payment, the Design Professional will either issue a Certificate for Payment to Contractor for such amount as the Design Professional determines is properly due or notify the Contractor in writing of the reasons for withholding a Certificate for Payment. If the Design Professional or Owner Representative fails to take action within the seven (7) days, the Application for Payment will be deemed to have been approved and a Certificate for Payment for the full amount in the Application for Payment will be deemed to have been issued by Design Professional.

### 12.5 PAYMENTS

- A. Owner shall make payments on or before fourteen (14) days after the issuance of a Certificate for Payment against an Application for Payment. If a portion of an Application for Payment is disputed, the undisputed portion will be paid within fourteen (14) days after the Design Professional provides notification to the Contractor of the items in dispute.
- B. Before the Owner determines to pay nothing or to pay less than the amount requested by Contractor, the Design Professional and Owner must discuss the matter with the Site Manager and they must attempt to come to a mutually satisfactory resolution of the matter. If they do not concur, Design Professional will make a final determination. If the Contractor disagrees with Design Professional's final determination, Contractor may pursue the matter under Special Terms and Conditions, Paragraph 3.23, Claims.
- C. All material and Work covered by a paid partial payment shall thereupon become the sole property of the Owner. Nothing in this Subparagraph shall be construed as relieving the Contractor from sole responsibility of care and protection of materials and Work upon which payments have been made or restoration of any damaged Work or as a waiver of the right of the Owner to require fulfillment of all terms of the Contract Documents.

### 12.4 FINAL PAYMENT

- A. The Contractor shall submit to the Design Professional a final Certificate for Payment with the Final Inspection Certificate.
- B. The final payment shall not become due until the Contractor also submits all items required in 12.02 (C) above.
- C. After the Design Professional has issued the Final Inspection Certificate and the final Certificate for Payment for a Job Order; after the Owner has received all other documents required by the Contract Documents; and after the Contractor has complied with the other requirements of the Contract Documents and the Job Order, Owner shall make final payment ("Final Payment") under the Job Order in the manner provided in the Contract Documents.



- D. The acceptance of final payment for a Job Order shall constitute a waiver of all claims by the Contractor except those previously submitted to Owner and Design Professional in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.
- E. If any Subcontractor or Supplier refuses to furnish a release or waiver required by Owner, Contractor may furnish a bond satisfactory to Owner to indemnify Owner against any such lien.
- F. If any claim or lien remains unsatisfied after all payments are made under a Job Order, Contractor shall immediately upon demand refund to Owner all moneys that the latter may be compelled to pay in discharging such claim or lien, including all costs and reasonable attorneys' fees.

## 12.5 SUBCONTRACTORS

- A. The Contractor shall pay to the Contractor's Subcontractors or material Suppliers and each Subcontractor shall pay to the Subcontractor's subcontractor or material supplier, within seven (7) days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the Contractor or subcontractor on account of the Work performed by the Contractor's or Subcontractor's subcontractors, to the extent of each such subcontractor's interest therein, except that no contract for construction may materially alter the rights of any Contractor, Subcontractor or material Supplier to receive prompt and timely payment as provided under this section. These payments to subcontractors or material suppliers shall be based on progress payments received.
- B. Neither Owner nor Owner Representative shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor, except as may otherwise be required by law.

## SECTION 13 CHANGES IN WORK

### 13.1 SUMMARY

- A. Section Includes: Procedures and documents for changes, deletions, or additions to the Detailed Scope of Work for a Job Order that has been issued.

### 13.2 DEFINITIONS

- A. "Construction Change Directive" (CCD) means a document signed by Owner and the Design Professional only, directing the Contractor to proceed with the changes, deletions, or additions to the Detailed Scope of Work and stating a proposed basis for adjusting the Job Order Price and Job Order Completion Time. This form is used in the absence of agreement on the terms of the Supplemental Job Order.

### 13.3 PROCEDURES

- A. Initiation of Proposals for Changes, Deletions, or Additions:

1. From time to time, the Owner or the Design Professional may issue to the Contractor, a Job Order Proposal Request for a change, deletion, or addition in the Detailed Scope of Work. The request will contain a Detailed Scope of Work containing a description of the change, deletion or addition, and Drawings and Specifications, as applicable.
2. The Contractor may also propose a change, deletion, or addition in the Detailed Scope of Work due to unforeseen conditions or from supplemental instructions received from the Design Professional, by submitting a request therefor in writing. This request is submitted to the Design Professional and describes the proposed change, deletion, or addition stating the reason therefore, and the impact on the Job Order Price and Job Order Completion Time, with supporting documentation.

- B. Execution of Documents:

1. When a Job Order Proposal Request in connection with a Supplemental Job Order is received by the Contractor, the Contractor shall respond within seven (7) days by submitting a Proposal for such Supplemental Job Order in accordance with the Procedures to Develop all Job Orders. Likewise, the Design Professional shall respond to the Contractor's written request for a change, deletion, or addition within seven (7) days of receipt.
2. In the absence of total agreement on the Supplemental Job Order, the Owner may issue a CCD to be followed by a Supplemental Job Order when an agreement is finally made.
3. The Contractor shall promptly proceed with all changes, deletions, and additions upon receipt of an executed Supplemental Job Order or Construction Change Directive.

- C. Computation of Costs:

1. The Contractor shall compute the cost of changes, deletions, or additions in accordance with Section 8, Procedures to Develop all Job Orders.
2. Credits for Prepriced and Non Prepriced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Price Proposal.

## SECTION 14 SITE CONDITIONS

- 14.1 Contractor shall be thoroughly acquainted with all information provided by Owner or Design Professional, concerning the conditions of the Work. In addition, Contractor shall be responsible for obtaining information concerning conditions of the Work typically obtained within the construction industry to assess conditions for similar projects. Contractor is responsible for correctly and fully estimating the difficulty and cost of successfully performing the Detailed Scope of Work.
- 14.2 Contractor agrees that before submitting the Proposal, Contractor will thoroughly examine (collectively, the "Site Information"):
- A. the Site,
  - B. the Detailed Scope of Work,
  - C. all as-built data provided to Contractor by Owner or the Design Professional, and if applicable, any boring data or other soils information,
  - D. all other information provided by Owner or any Design Professional concerning the conditions of the Site, and
  - E. all information which Contractor is responsible to obtain under the paragraph immediately above.
- 14.3 Contractor acknowledges that as-built data and, if applicable, any boring data and other soils information made available to it is only a general indication of materials and/or conditions likely to be found in existing structures or facilities or other areas and, if applicable, adjacent to borings. If Contractor determines that the information is erroneous, inadequate or ambiguous, it shall immediately report its conclusions to Owner Representative, Owner and the Design Professional in writing. If, after determining that the information is erroneous, inadequate, or ambiguous, and after reporting its conclusions, Contractor remains dissatisfied or uninformed, Contractor shall refrain from submitting a Proposal until the matter is resolved. If Contractor submits a Proposal, Contractor shall be deemed to have waived any claim it may have as the result of the alleged erroneous, inadequate or ambiguous information. By submission of a Proposal, Contractor represents and warrants to Owner that Contractor has examined and evaluated the Site Information and has taken the Site Information into account in preparing its Proposal.
- 14.4 Contractor shall immediately, and before such conditions are disturbed, notify Owner Representative, Owner and the Design Professional in writing of concealed or latent physical conditions or subsurface conditions encountered at a Site that were not known by Contractor that could adversely affect the Job Order Price or the Job Order Completion Time, and that both:
- A. differ materially from those indicated by the Site Information and could not have been discovered by careful examination and investigation of the Site Information provided or obtained at the time of submission of the Proposal or by the date on which the Job Order was issued by Owner; and
  - B. are of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in construction Work of the character provided for in the Job Order.
- 14.5 Owner shall within ten (10) days after receipt of notice from Contractor, or such other longer reasonable time as necessary, investigate the conditions reported by Contractor under the paragraph immediately above. If Owner finds that conditions are so materially different as to support an equitable adjustment in the Job Order Price or Job Order Completion Time, an equitable adjustment will be accomplished by a Supplemental Job Order. The Supplemental Job Order Price will be for the actual, demonstrated direct cost impact to address the unforeseen

condition. Extensions of Job Order Completion Time will be considered only when based upon submission of an updated Construction Schedule showing an actual unavoidable delay to the critical path resulting from the unforeseen condition. If Owner determines that no Supplemental Job Order will be issued, there will be no change in the Job Order Price or the Job Order Completion Time for the respective Job Order. Regardless of the outcome, Contractor shall continue with the original Detailed Scope of Work.

- 14.6 No claim by Contractor for an increase in the Job Order Price or the Job Order Time shall be allowed without proper advance notice and an adequate opportunity for Owner to investigate.
- 14.7 The Owner may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Owner cannot agree on the quantities required, or for any other reason as determined by the Owner. In all such cases, the Owner shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

## SECTION 15 ADJUSTMENT OF THE ADJUSTMENT FACTORS

- A. The State may consider a request for increase in the Adjustment Factors on each anniversary of the award date to account for changes in construction costs, provided, the Contractor requests in writing, no less than thirty days prior to the anniversary of the award date, that the Adjustment Factors be updated. Such request shall be delivered to the State and to Gordian. In the event the Contractor fails to deliver the request timely, then the State shall determine the date on which the Adjustment Factors will be updated, if approved, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by the State.
- B. Thereafter, Contractor's Normal Working Hours and Other than Normal Working Hours Adjustment Factors will be adjusted according to the following:
1. A Base Year Index shall be calculated by averaging the 12-month Construction Cost Indices (CCI) the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bid due date (e.g. April bid date, Base Year Index is April of the prior year to March of the bid date year).
  2. A Current Year Index shall be calculated by averaging the 12-month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months beginning with the month of anniversary of the bid due date (e.g. April bid date, Current Year Index is April of the prior year to March of the current year).
  3. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
  4. The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.
  5. Averages shall be obtained by summing the 12 month indices and dividing by 12.
  6. All calculations in this article shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
  7. The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
  8. The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
- C. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
- D. Under all circumstances, should the Contractor submit a Job Order Proposal with inaccurate Adjustment Factors, the act of submission by the Contractor is a waiver of all rights to any further compensation above the Job Order Price submitted in the Job Order Proposal.

- E. The Contractor cannot delay submission of the Job Order Proposal past the due date to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor shall use the Adjustment Factors that would have been in effect without the delay.
- F. The Adjustment Factors for Reimbursable Tasks and Non Pre-priced Tasks will remain constant for the duration of the Contract.

## **SECTION 16    TIME PERIOD TO ISSUE JOB ORDERS**

All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

## SECTION 17 COOPERATIVE PURCHASING

Other State agencies and purchasing cooperative members within the State of Arizona may purchase construction services from the Contractor utilizing this Contract through a cooperative purchasing arrangement as provided in Special Terms and Conditions, Paragraph 2.2, Eligible Agencies. The Contractor acknowledges that The Gordian Group, Inc. will administer this Contract for other state agencies and cooperative program members through its ezIQC® system and its subsidiary EZIQC, LLC and that the State of Arizona has no obligation to administer Work performed for other entities.

The Contractor shall inform the Gordian Group, Inc. of requests for Work by other state agencies and cooperative program members by entering new project information in the ezIQC® website at <http://www.eziqc.com>. The Contractor shall not collect information from other entities on forms or web sites other than at <http://www.eziqc.com>. The Contractor may input new project information on the ezIQC® web site on behalf of an Owner.

Other state agencies or members of cooperative purchasing entities (“Entities”) may purchase construction services from the Contractor utilizing this Contract. If the Contract is utilized by Entities, the Contractor agrees to pay Gordian a 5.00% license fee (ezIQC® License Fee) due and payable within five (5) days from the date the Contractor receives payment from an Entity. License Fees not paid by the specified deadline shall bear an interest rate of 1½% per month until paid. The Adjustment Factors for Other State Agency Projects and Non-State Agency Projects, as calculated on the pricing document prior to Contract award, include the ezIQC® License Fee. The application of the Other State Agency Adjustment Factors or the Non-State Agency Adjustment Factors is the Contractor’s sole compensation for the ezIQC® License Fee.

If the Contract is accessed and utilized by other cooperative program members, **the Contractor agrees to promptly pay the 1% State of Arizona Department of Administration Administrative Fee (Administrative Fee) consistent with the Special Terms and Conditions, Paragraph 4.1, Administrative Fee.** The Gordian Group, Inc. will collect the Administrative Fee through its subsidiary EZIQC, LLC, and will remit it to the State of Arizona on behalf of the contractor. The Adjustment Factors for Non-State Agency Projects, as calculated on the pricing document prior to Contract award, include the Administrative Fee. The application of the Adjustment Factors for Non-State Agency Projects is the Contractor’s sole compensation for the Administrative Fee..

The Fee shall be due and payable within fifteen (15) Days from the date that the Contractor receives payment from a state agency or cooperative program member ordering Work by accessing the Contract. The Contractor shall have no claim or right to any portion of the Fees. Failure to pay Fees in a timely manner shall be considered a material breach of this Contract and, at the State of Arizona’s sole discretion, may be deemed grounds for termination of this Contract.

The Contractor acknowledges that The Gordian Group, Inc. will administer cooperative purchases through this Contract and that the Owner has no obligation to administer purchases by Entities.

Gordian authorize the Contractor the use of Gordian’s names, logos, trademarks, and Gordian provided materials solely for the presentation and promotion of the availability and use of this Contract by Entities and potential Entities. The Contractor authorizes the Owner and Gordian the use of the Contractor’s name, logos, trademarks, and Contractor provided materials in the presentation and promotion of the availability and use of this Contract by Entities and potential Entities.

The Owner and Gordian shall not be liable or responsible for any obligation, including, but not limited to, payments due under a Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Entity (“Purchase Order”).

The Contractor shall remit License Fees as follows:

**Payments Made Payable to:** ezIQC, LLC

**Mail Checks to:** Attention: A/R Department  
30 Patewood Drive, Suite 350  
Greenville, SC 29615



The Contractor shall, within two (2) business days of receipt of a Purchase Order from an Entity, provide notification to the Owner and Gordian of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQC.com or via facsimile to (864) 233-9100.

The Contractor shall, within two (2) business days of sending an invoice to an Entity, provide notification to the Owner and Gordian of each invoice by forwarding a copy of the invoice via email to Invoice@ezIQC.com or via facsimile to (864) 233-9100.

The State of Arizona and The Gordian Group, Inc. may request records from the Contractor for all purchasing conducted with Owners through use of this Contract and payment of all Fees. If discrepancies exist between Owner activity and Fees paid, the State of Arizona or The Gordian Group, Inc. will provide written notification to the Contractor of discrepancies and allow the Contractor thirty (30) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of the State of Arizona and The Gordian Group, Inc., notwithstanding any other remedies available to the State of Arizona by law or contract, the State of Arizona and The Gordian Group, Inc. reserve the right to engage a third party to conduct an independent audit of the Contractor's records, and Contractor shall reimburse the appropriate party for the cost and expense related to such audits.

## **SECTION 18     MARKETING THE CONTRACT**

The Contractor authorizes the State of Arizona and The Gordian Group, Inc. the use of the Contractor's name, trademarks, and Contractor provided materials in the presentation and promotion of the availability and use of the Contract by other entities.

Prior to the use, advertisement or promotion of information for commercial benefit concerning this Contract or anything having to do with this Contract, Contractor shall comply with Uniform Terms and Conditions, Paragraph 3.6. Additionally, the Contractor must adhere to the following when preparing marketing materials, and in the use of proprietary materials, such as trademarks, service marks, etc:

1. All uses of the trademarks and service marks belonging to The Gordian Group, Inc. and EZIQC, LLC shall include the registered trademark symbol (®) at all times.
2. Under no circumstances may copy or branding images of the State of Arizona, The Gordian Group, Inc. or EZIQC, LLC be altered in any way without the express written approval of the State of Arizona or The Gordian Group, Inc. as applicable.
3. The State may request the Contractor to attend in-state tradeshow or speaking engagements in conjunction with the State of Arizona Procurement Officer administering the contract to provide information for the State Job Order Contracting Program. Contractor shall be responsible for payment of all necessary Contractor expenses for any event attendance.

## SECTION 19 SOFTWARE LICENSING

The State of Arizona selected The Gordian Group's Job Order Contracting (JOC) system for the execution of the JOC program. The Gordian JOC system includes The Gordian Group's proprietary eGordian® and Bid Safe® JOC information management applications, construction cost data and Construction Task Catalog® (collectively "Proprietary Information"), which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified in the general conditions and as may be requested by the Owner. **The Contractor shall be required to execute Gordian's JOC System License and User Agreement, and shall pay a 1% JOC System License Fee on all work awarded to the JOC contractor by the Owner for access to the Gordian JOC system and Proprietary Information.** The 1% JOC System License applies to both ADOA and ezIQC® Projects. The 1% JOC System License fee shall be included in the Contractor's Adjustment Factor submitted in the pricing document prior to Contract Award and will not be itemized separately on the Job Order's Price Proposal.

**Appendix 1**  
**FORM OF JOB ORDER**

<b>JOB ORDER</b>	Job Order Number:	Date:
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To: Contractor (“**Contractor**”)

From: State of Arizona (“**Owner**”)

Re: Job Order Project Number:  
 Job Order Project Name:

This Job Order is issued pursuant to the Contract# \_\_\_\_\_ (Contract) Between the State and Contractor and hereby incorporates the terms of the Contract into this Job Order. This Job Order is the Notice to Proceed with the subject Job Order Project on the below Job Order Beginning Date. The terms of this Job Order are as follows:

<b>Part I - Work</b>		
Full street or physical address of each location at which Work will be done under this Job Order:		
1. The Detailed Scope of Work, including a listing of all Drawings and Specifications and related documents shall be generated in PROGEN® and affixed hereto as <b>Attachment 1</b> .		
In accordance with Operating Manual, Section 5, the following Subsections apply:		
	5.01, Planning, Progress and Scheduling; Communications; Meetings; and Reports	Applicable Wage Determinations
	5.02, JOC Program Meetings	
	5.03, Individual Project Meetings	
	5.04, Meeting Minutes	
	5.05, Reports	
Accepting Work: <input type="checkbox"/> Owner Representative <input type="checkbox"/> Design Professional		<i>Applicable Wage Determinations are affixed hereto as <b>Attachment 5</b>.</i>

<b>Part II – Job Order Price</b>		
1. Job Order Price		\$
2. The Job Order Price shall be equal to the value of the approved Price Proposal. The Price Proposal, which includes a list of each Prepriced task from the Construction Task Catalog®, required quantities, the Adjustment Factor used, and all Non Prepriced tasks shall be generated in PROGEN® and affixed hereto as <b>Attachment 2</b> .		
<b>Part III – Job Order Completion Time</b>		
2. Schedule	Construction Start Date:	
	Substantial Completion Date:	
	Final Completion Date:	
<input type="checkbox"/> Progress Payments will be utilized (See Section 12)   <input type="checkbox"/> A single payment will be made		
A Construction Schedule shall be affixed hereto as <b>Attachment 3</b> , or, if not attached, Contractor shall submit a Construction Schedule on or before the date to the right. The Asbestos Statement is affixed hereto as <b>Attachment 4</b> .		

<b>JOB ORDER</b>		Job Order Number:	Date:
<b>Part IV - Points of Contact</b>			
<i>Owner Representative</i>	Address	Phone Number	
Name & Title		Fax Number	
<i>Owner</i>	Address	Phone Number	
Name & Title		Fax Number	
<i>Contractor Project Manager</i>	Address	Phone Number	
Name & Title		Fax Number	
<i>Site Manager</i>	Address	Phone Number	
Name & Title		Fax Number	
<i>Design Professional</i>	Company Name		
Name	Address	Phone Number	
Title		Fax Number	

<b>Part V - Other Requirements</b>	
<p>The following checked items are required. The requirements for each are in the Operating Manual</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Submittals</li> <li><input checked="" type="checkbox"/> Shop Drawings</li> <li><input checked="" type="checkbox"/> Samples</li> <li><input checked="" type="checkbox"/> Product Data</li> </ul>	<p>Received by Customer from Contractor?</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Insurance Certificate</li> <li><input checked="" type="checkbox"/> Performance Bond</li> <li><input checked="" type="checkbox"/> Payment Bond</li> </ul>
<p>The following checked items are required. The requirements for each are in the RFQ:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Arizona Department of Corrections Provisions</li> <li><input checked="" type="checkbox"/> Federal Requirements for Construction Job Orders</li> <li><input checked="" type="checkbox"/> Federal Clauses for AIP Construction Job Orders</li> <li><input checked="" type="checkbox"/> Federal Clauses for AIP Equipment</li> </ul>	

<b>Part VI – Approvals</b>		
Owner Representative	Signature	Date
Owner	Signature	Date

Form of Job Order, Attachment 4  
**ASBESTOS STATEMENT**

State of Arizona )  
                          ) ss.  
County of            )

Project Name:

Contract No.:

Subcontractor: \_\_\_\_\_

All materials used in the above referenced project are free of asbestos.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn before me

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for

The County of \_\_\_\_\_

State of \_\_\_\_\_

	<p><b>Request for Qualifications</b></p> <p>Solicitation No. <b>ADSP018-00007536</b></p> <p>Description: <b>Statewide Bridge, Road and Parking Lot Repair, Maintenance and Construction Job Order Contracting</b></p>	<p>Arizona Department of Administration <b>State Procurement Office</b> 100 N 15<sup>th</sup> Ave., Suite 201 Phoenix, AZ 85007</p>
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## PART 8 –SPECIFICATIONS

1. As determined by the State or Eligible Agency Owner’s Representative, the Arizona Department of Transportation (ADOT) 2008 Standard Specifications for Road and Bridge Construction, Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction 2017 Revision to the 2015 Edition, Gordian Construction Task Catalog (CTC) specifications, or other requirements shall be utilized for the work as directed by the State or Eligible Agency Owners Representative.
2. The Arizona Department of Transportation (ADOT) 2008 Standard Specifications for Road and Bridge Construction, Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction 2017 Revision to the 2015 Edition, and Gordian Construction Task Catalog (CTC) specifications are fully incorporated into the work of this contract by reference.
3. The Arizona Department of Transportation 2008 Standard Specifications for Road and Bridge Construction can be found at:  
  

**<https://www.azdot.gov/business/ContractsandSpecifications/Specifications>**

  - a. When work is being ordered, the Job Order Contract has already been awarded. The procedure for ordering work through the JOC program shall follow the Operating Manual for Horizontal Job Order Contracting, Section 8: Procedure to Develop All Job Orders.
  - b. Unless stated otherwise, throughout the Standard Specifications:
    - i. Replace the term “Contract” with “Job Order”;
    - ii. Replace the term “Contract Price” with “Job Order Price”;
    - iii. Replace the term “Contract Time” with “Job Order Completion Time”;
    - iv. Replace the terms “Proposal,” “Bid,” and “Bid Proposal” with “Job Order Proposal”;
    - v. Replace the term “Supplemental Agreement” with “Supplemental Job Order”.
  - c. Division I General Provisions shall not be used for this contract. Refer instead to the Operating Manual for Horizontal Job Order Contracting.
4. The Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for

	<h2>Request for Qualifications</h2> <p>Solicitation No. <b>ADSP018-00007536</b></p> <p>Description: <b>Statewide Bridge, Road and Parking Lot Repair, Maintenance and Construction Job Order Contracting</b></p>	<p>Arizona Department of Administration <b>State Procurement Office</b> 100 N 15<sup>th</sup> Ave., Suite 201 Phoenix, AZ 85007</p>
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Public Works Construction 2017 Revision to the 2015 Edition can be found at:

**[http://www.azmag.gov/Portals/0/Documents/2017\\_MAG\\_Specifications\\_for\\_Public\\_Works\\_Construction.pdf?ver=2017-04-06-110700-557](http://www.azmag.gov/Portals/0/Documents/2017_MAG_Specifications_for_Public_Works_Construction.pdf?ver=2017-04-06-110700-557)**

- a. When work is being ordered, the Job Order Contract has already been awarded. The procedure for ordering work through the JOC program shall follow the Operating Manual for Horizontal Job Order Contracting, Section 8: Procedure to Develop All Job Orders.
- b. Unless stated otherwise, throughout the Standard Specifications:
  - vi. Replace the term "Contract" with "Job Order";
  - vii. Replace the term "Contract Price" with "Job Order Price";
  - viii. Replace the term "Contract Time" with "Job Order Completion Time";
  - ix. Replace the terms "Proposal," "Bid," and "Bid Proposal" with "Job Order Proposal";
  - x. Replace the term "Supplemental Agreement" with "Supplemental Job Order".
- c. Part 100 General Conditions shall not be used for this contract. Refer instead to the Operating Manual for Horizontal Job Order Contracting.
5. The Gordian CTC Specifications are provided with the CTC prices and will be available to those Offerors selected for negotiations.
6. If the links provided for specifications do not connect to the appropriate web site, prior to submitting Offer and in accordance with this Solicitation, Offeror shall immediately notify the Procurement Officer by using the ProcureAZ Question and Answer tab/section.

**END OF SPECIFICATIONS**



	<p style="text-align: center;"><b>Request for Qualifications</b></p> <p style="text-align: center;">Solicitation No. <b>ADSP018-00007536</b></p> <p style="text-align: center;">Description: <b>Statewide Bridge, Road and Parking Lot Repair, Maintenance and Construction Job Order Contracting</b></p>	<p style="text-align: center;">Arizona Department of Administration <b>State Procurement Office</b> 100 N 15<sup>th</sup> Ave., Suite 201 Phoenix, AZ 85007</p>
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## PART 9 – CONSTRUCTION TASK CATALOG

The Construction Task Catalog (CTC) will be provided to Offerors selected for Negotiations.

**END OF SECTION**

	<p style="text-align: center;"><b>Request for Qualifications</b></p> <p style="text-align: center;">Solicitation No. <b>ADSP018-00007536</b></p> <p style="text-align: center;">Description: <b>Statewide Bridge, Road and Parking Lot Repair, Maintenance and Construction Job Order Contracting</b></p>	<p style="text-align: center;">Arizona Department of Administration <b>State Procurement Office</b> 100 N 15<sup>th</sup> Ave., Suite 201 Phoenix, AZ 85007</p>
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## PART 10 – CONSTRUCTION TASK CATALOG SPECIFICATIONS

The Construction Task Catalog (CTC) Specifications will be provided to Offerors selected for Negotiations.

**END OF SECTION**



## Attachments

Solicitation No.  
**ADSPO18-00007536**

Description:  
**Statewide Bridge, Road, and Parking Lot Repair,  
Maintenance, and Construction Job Order  
Contracting**

Arizona Department of  
Administration  
**State Procurement Office**  
100 N 15<sup>th</sup> Ave., Suite 201  
Phoenix, AZ 85007

## PART 12 – EXHIBITS

- I. Regions Map
- II. Sample Bond Forms
- III. Construction Contractor Engagement Survey
- IV. Supplemental Provisions for Federal Work



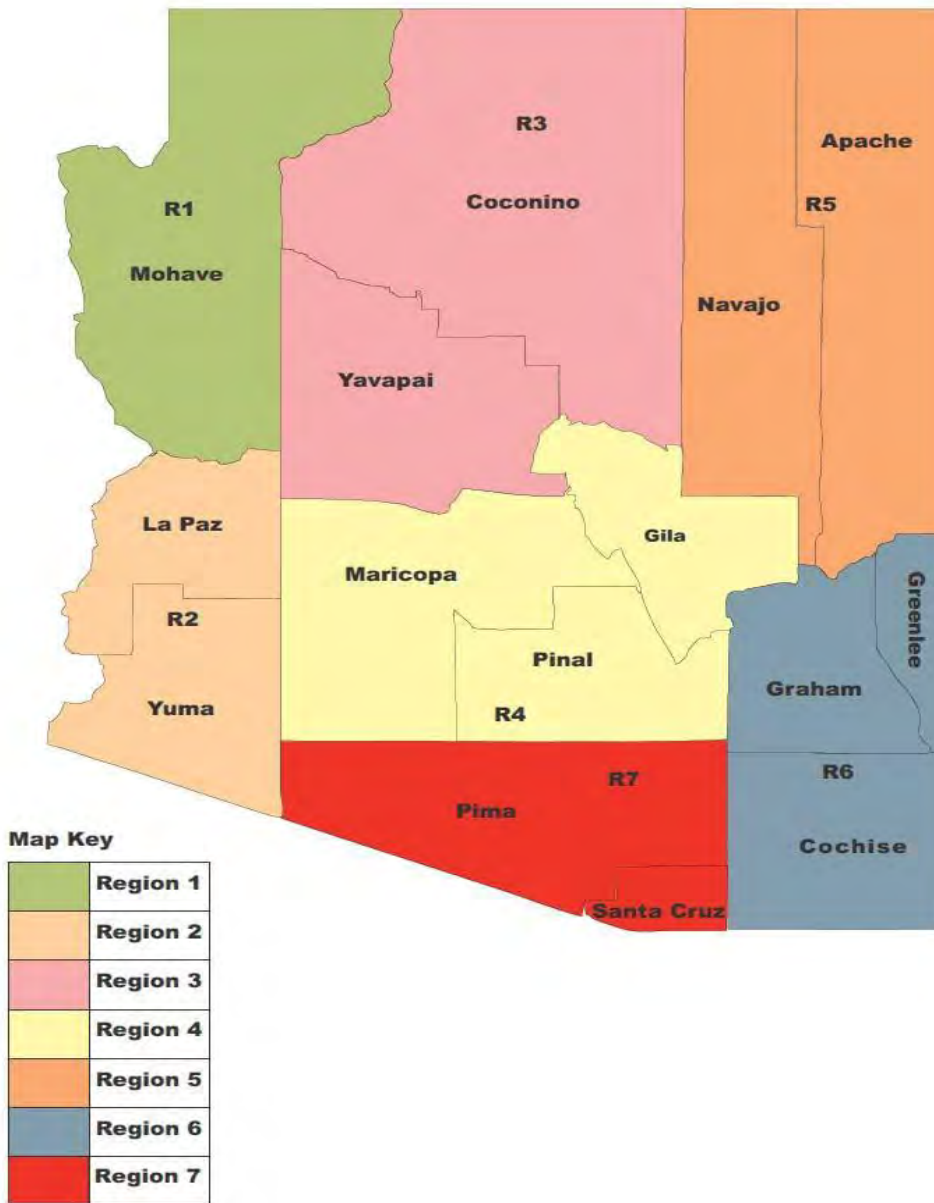
# Attachments

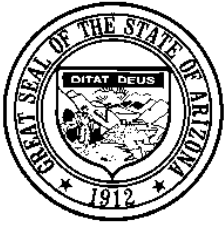
Solicitation No.  
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Arizona Department of  
Administration  
**State Procurement Office**  
100 N 15<sup>th</sup> Ave., Suite 201  
Phoenix, AZ 85007

## EXHIBIT I: Regions Map





# Attachments

Solicitation No.  
ADSP018-00007536

Description:  
**Statewide Bridge, Road, and Parking Lot Repair,  
Maintenance, and Construction Job Order  
Contracting**

Arizona Department of  
Administration  
**State Procurement Office**  
100 N 15<sup>th</sup> Ave., Suite 201  
Phoenix, AZ 85007

## EXHIBIT II: Sample Performance and Payment Bonds PERFORMANCE BOND

ARIZONA STATUTORY PERFORMANCE BOND FOR CONSTRUCTION  
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100% of the contract amount)

KNOW ALL MEN BY THESE PRESENTS THAT: \_\_\_\_\_ HEREINAFTER "PRINCIPAL"), AS PRINCIPAL, AND  
\_\_\_\_\_ (HEREINAFTER "SURETY"), A CORPORATION ORGANIZED AND EXISTING UNDER THE  
LAWS OF THE STATE OF \_\_\_\_\_, WITH ITS PRINCIPAL OFFICES IN THE CITY OF  
\_\_\_\_\_, HOLDING A CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN ARIZONA ISSUED BY THE DIRECTOR  
OF THE DEPARTMENT OF INSURANCE PURSUANT TO TITLE 20, CHAPTER 2, ARTICLE 1, AS SURETY, ARE HELD AND FIRMLY BOUND UNTO THE STATE OF ARIZONA  
(HEREINAFTER "OBLIGEE") IN THE AMOUNT OF \_\_\_\_\_ (DOLLARS) (\$ \_\_\_\_\_), FOR  
THE PAYMENT WHEREOF, PRINCIPAL AND SURETY BIND THEMSELVES, AND THEIR HEIRS, ADMINISTRATORS, EXECUTORS, SUCCESSORS AND ASSIGNS, JOINTLY AND  
SEVERALLY, FIRMLY BY THESE PRESENTS.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2016 to construct and  
complete certain work described as:

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms,  
conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of Surety, and during the  
life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly  
authorized modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond  
shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it  
were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
PRINCIPAL SEAL SURETY SEAL

By \_\_\_\_\_ By \_\_\_\_\_  
(Attorney – in – Fact)

Title: \_\_\_\_\_  
AGENCY OF RECORD

\_\_\_\_\_  
Agency Address

Arizona Resident Agent Countersignature



	<p style="text-align: center;"><b>Request for Qualifications</b></p> <p style="text-align: center;">Solicitation No. <b>ADSP018-00007536</b></p> <p style="text-align: center;">Description: <b>Statewide Bridge, Road and Parking Lot Repair, Maintenance and Construction Job Order Contracting</b></p>	<p style="text-align: center;">Arizona Department of Administration <b>State Procurement Office</b> 100 N 15<sup>th</sup> Ave., Suite 201 Phoenix, AZ 85007</p>
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## **EXHIBIT III: Construction Contractor Engagement Survey**

(reference Annex 1 to Exhibit III)

	<h2>Request for Qualifications</h2> <p>Solicitation No. <b>ADSP018-00007536</b></p> <p>Description: <b>Statewide Bridge, Road and Parking Lot Repair, Maintenance and Construction Job Order Contracting</b></p>	<p>Arizona Department of Administration <b>State Procurement Office</b> 100 N 15<sup>th</sup> Ave., Suite 201 Phoenix, AZ 85007</p>
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## EXHIBIT IV: Supplemental Provisions for Federal Work

### 1.0 Applicable FAR sections.

Contractor covenants and agrees to comply with the following Federal Acquisition Regulation (FAR) sections in carrying out any portions of the Work called out in the Special Terms and Conditions as being federally funded or subject to federal contracting requirements for a reason other than funding. If the Special Terms and Conditions do not identify any portion of the Work, then the whole of the Work is subject to the listed FAR sections. The listed FAR sections, as they were current on the date of the Solicitation unless a later version is expressly specified in the Special Terms and Conditions, are incorporated into the Contract by this reference.

FAR CIT.	TITLE
52.202-1	Definitions
52.202-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to Government (over \$100,000, except for commercial terms)
52.203-7	Anti-Kickback Procedures (over \$100,000, except for commercial items)
52.203.12	Limitation on Payments to Influence Certain Federal Transactions
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards
52.209-6	Protecting Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations
52.211.15	Defense Priority and Allocation Requirements
52.212-13	Stop Work Order, Alternate I
52.214-27	Price Reduction for Defective Cost or Pricing Data
52.215-1	Examination of Records by Comptroller General
52.215-2	Audit-Negotiation and Records Negotiation
52.215-12	Subcontractor Cost or Pricing Data (over \$650,000, except for commercial items)
52.215.13	Subcontractor Cost or Pricing Data - Modifications
52.215-14	Integrity of Unit Prices (over \$100,000 except for construction and commercial items)
52.217-1	Limitation of Price and Contractors Obligations





## Request for Qualifications

Solicitation No.  
**ADSP018-00007536**

Description:  
**Statewide Bridge, Road and Parking Lot  
Repair, Maintenance and Construction Job  
Order Contracting**

Arizona Department of  
Administration  
**State Procurement Office**  
100 N 15<sup>th</sup> Ave., Suite 201  
Phoenix, AZ 85007

FAR CIT.	TITLE
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan (over \$550,000)
52.222-1	Notice to the Government of Labor Disputes
52.222-3	Convict Labor
52.222-4	Contract Work Hours and Safety Standards Act Overtime Compensation
52.222.6	Davis-Bacon Act
52.222-19	Child Labor—Cooperation with Authorities and Remedies
52.222-20	Walsh Healey Public Contracts Act
52.222-21	Prohibition of Segregated Facilities
52-222-25	Affirmative Action Compliance
52.222-26	Equal Opportunity
52.222-35	Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era and other Eligible Veterans (over \$25,000)
52.222-36	Affirmative Action for Workers with Disabilities (over \$10,000)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and other Eligible Veterans (over \$25,000)
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (over \$100,000)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222.41	Service Contract Act of 1965, as Amended
52.222-50	Combating Trafficking in Persons (services only)
52.222-54	Employment Eligibility Verification
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-6	Drug-Free Workplace
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.225-1	Buy American Act - Supplies
52.225-5	Trade Agreements
52.225-13	Restrictions on Certain Foreign Purchases
52.225-21	Required Use of American Iron, Steel, and Manufactured Goods—Buy American Statute
52.227-1	Authorization and Consent (Alt I in all R&D) (over \$100,000)



## Request for Qualifications

Solicitation No.  
**ADSP018-00007536**

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 Repair, Maintenance and Construction Job  
 Order Contracting**

Arizona Department of  
 Administration  
**State Procurement Office**  
 100 N 15<sup>th</sup> Ave., Suite 201  
 Phoenix, AZ 85007

FAR CIT.	TITLE
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (over \$100,000)
52.227-3	Patent Indemnity
52.227-11	Patent Rights – Retention by the Contractor (Short Form) (except for Commercial Items)
52.227-12	Patent Rights – Retention by the Contractor (Long Form) (except for Commercial Items)
52.227-13	Patent Rights - Acquisition by Government (except for Commercial Items)
52.227-14	Rights in Data – General
52.233-1	Disputes
52.242-1	Notice of Intent to Disallow Costs
52.242-15	Stop-work order
52.243-1	Changes - Fixed Price (43.205 (a)(1) alts may apply)
52.243-2	Changes - Cost Reimbursement (43.205 (b)(1) alts may apply)
52.244-2	Subcontracts
52.244-5	Competition in Subcontracting
52.244-6	Subcontracts for Commercial Items
52.245-2	Government Property – FFP
52.245-5	Government Property – Cost (alt I for non profit)
52.246-15	Certificate of Conformance
52.247-63	Preference for U.S. Flag Air Carriers
52.247-64	Preference for U.S. Flag Commercial Vessels
52.249-2	Termination for Convenience of Government (Fixed Price)
52.249-5	Termination for Convenience of Government (Educational and Other Nonprofit Institutions)
52.249-14	Excusable Delays
52.252-2	Clauses Incorporated by Reference
252.203-7001	Prohibition on Persons convicted of Fraud or Other Defense Contracted-Related Felonies
252.222-7000	Restrictions on Employment of Personnel
252.225-7000	Buy American Act and Balance of Payments program
252.227-7013	Rights in Technical Data and Computer Software
252.227-7016	Rights in Bid or Proposal Information

	<p style="text-align: center;"><b>Request for Qualifications</b></p> <p style="text-align: center;">Solicitation No. <b>ADSP018-00007536</b></p> <p style="text-align: center;">Description: <b>Statewide Bridge, Road and Parking Lot Repair, Maintenance and Construction Job Order Contracting</b></p>	<p style="text-align: center;">Arizona Department of Administration <b>State Procurement Office</b> 100 N 15<sup>th</sup> Ave., Suite 201 Phoenix, AZ 85007</p>
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FAR CIT.	TITLE
252.227-7018	Rights in Noncommercial Technical Data and Computer Software
252.227-7019	Validation of Asserted Restrictions – Computer Software
252.227-7037	Validation Technical Data
252.243-7001	Pricing of Contract Modifications
252.244-7000	Subcontracts for Commercial Items and Commercial Components

## 2.0 Fair Labor Standards Act (FLSA)

Contractor covenants and agrees to comply with the following Fair Labor Standards Act (FLSA), including the US Department of Labor’s so-called “Overtime Final Rule” when it becomes effective on 12/01/2016, in carrying out any portions of the Work called out in the Special Terms and Conditions as being federally funded or subject to federal contracting requirements for a reason other than funding. If the Special Terms and Conditions do not identify any portion of the Work, then the whole of the Work is subject to the FLSA and the Overtime Final Rule. The FLSA is incorporated into the Contract by this reference, and the Overtime Final Rule will be deemed to have been incorporated upon becoming effective.

**END OF EXHIBITS**

# **SPECIAL PROVISIONS**

**FOR**

## **BLOODY TANKS WASH CHANNEL REHABILITATION PROJECT GILA COUNTY, ARIZONA**

### **PREPARED FOR:**

GILA COUNTY PUBLIC WORKS DEPARTMENT  
745 N. ROSE MOFFORD WAY  
GLOBE, AZ 85501

Prepared By:



## SPECIAL PROVISIONS

### **Prefatory Note**

These Special Provisions provide additional guidance and specifics for construction of the Bloody Tanks Wash Channel Rehabilitation Project which includes channel improvements immediately upstream of US Highway 60 and downstream between US Highway 60 and Reppy Ave. The project includes regrading of the existing channel and removal of excess vegetation.

These Special Provisions are applicable to plans prepared by JE Fuller (Contract Drawings) and serve as a supplement to the Maricopa Association of Governments Uniform MAG Standard Specifications and Details for Public Works Construction, 2022 edition (MAG Standard Specifications).

SPECIAL PROVISIONS

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## SECTION 101 – ABBREVIATIONS AND DEFINITIONS

### SUBSECTION 101.1 – ABBREVIATIONS:

Add the following abbreviations:

NRCS	National Resources Conservation Service
NTP	Notice to Proceed
QCA	Quality Control and Assurance

### SUBSECTION 101.2 - DEFINITIONS AND TERMS:

1. Add to the definition of the phrase “Construction Documents,” the phrase “Supplemental General Conditions”. The terms “Contract Documents” and “Construction Documents” shall be used interchangeably throughout these specifications.
2. Revise “Contract Documents” as follows: The Contract Documents consist of the Contract, the Final Plans and Special Provisions, Addenda, if any, Maricopa Association of Governments (MAG) Standard Specifications and Uniform Standard Details, latest revisions thereto, Maricopa County Department of Transportation Supplement to MAG Uniform Standard Specifications for Public Works Construction, the Contractor’s Proposal, Bid Item Schedules, Affidavits, the Performance Bond, the Payment Bond, Certificates of Insurance, the Certificate of Performance, Verification of License, No Collusion Certification, the Subcontractor List, the Subcontractor Selection Plan, the Safety Plan, the Supplemental General Conditions, government-required forms, documents incorporated by reference, any supplemental agreements that are required to complete the construction of the work in an acceptable manner, and Change Orders (if any), all of which constitute one instrument. The terms Contract, Construction Documents, Contract Documents and Construction Services Contract are used interchangeably unless the context clearly indicates to the contrary.
3. Revise “Contractor” as follows: The individual, partnership, firm, corporation, or any acceptable combination thereof, or joint venture, contracting with the Owner for performance of the work.
4. Change the definition for “Engineer” to the following: The person or engineering firm retained by the Owner acting as the Owner’s authorized Engineer for the construction of the Project at a particular location.
5. Change the definition of the term “Owner” to the following: Gila County Public Works Department, acting through its legally constituted officials, officers, or employees.
6. Whenever the word “County” is used in these Specifications, it shall mean the Gila County Public Works Department.

**END OF SECTION**



## **SECTION 103 – AWARD AND EXECUTION OF CONTRACT**

### **SUBSECTION 103.6.1 - CONTRACTOR'S INSURANCE:**

Replace with the following:

The Contractor shall agree to carry all insurance which may be required by Federal and State Laws, County and City Ordinances, Regulations and Codes. Neither the Contractor nor any subcontractor shall commence work under a contract until the Contracting Agency has approved the insurance. The entire project covered by the contract will be at the Contractor's risk until final acceptance by the Contracting Agency.

Concurrently with the execution of the contract, the Contractor shall furnish the Contracting Agency the insurance specified in the Contract Agreement. The Contracting Agency shall have no responsibility or liability for such insurance coverage.

### **SUBSECTION 103.6.2 – INDEMNIFICATION OF THE CONTRACTING AGENCY AGAINST LIABILITY:**

Replace with the following:

The Contractor shall indemnify the Owner as set forth in the Contract Agreement. The Contractor agrees to indemnify the Engineer on the same terms as the Owner.

**END OF SECTION**

## SECTION 104 – SCOPE OF WORK

### SUBSECTION 104.1.1 – GENERAL:

The scope of work shall include all proposed improvements shown on the Plans for the Bloody Tanks Wash Channel Rehabilitation Project.

The Contractor shall provide for and maintain operation of the Bloody Tanks Wash Channel for the duration of the contract. At no time shall construction activities impede the safe operation of the channel or its function to convey discharges unless approved by the Engineer.

Add the following to the first paragraph:

All construction activities will occur in an area that is subject to flooding. Flows can occur at any time and the Contractor must anticipate and manage construction activities during storm events. The Contractor will remove all equipment from the construction area whenever flows could occur that would inundate the equipment or equipment storage areas. Protection from flooding of Contractor's equipment and construction items to be furnished by the Contractor is the Contractor's responsibility.

The Owner and Contractor shall have pre-start meetings at times agreed upon during the pre-construction meeting. These pre-start meetings shall be held prior to all major work elements. The Engineer's approval shall be obtained before commencing work.

The Clean Water Act Section 404 permit information provided by the U.S. Army Corps of Engineers Application (Provided at the start of construction) outlines the anticipated requirements the Contractor must follow during all construction activities at the site.

### SUBSECTION 104.1.2 – MAINTENANCE OF TRAFFIC:

Add the following:

All traffic and/or control devices on this Project shall be provided, maintained and/or controlled as required by the local jurisdiction in which the Project is located. If work in the ADOT right of way is needed, contractor shall coordinate with ADOT to secure a right of way permit.

In all cases during construction, access will be provided for emergency vehicles, trash collection, and school buses as required. The Contractor will notify schools, trash collection, emergency services, etc. at least thirty (30) calendar days in advance of implementing the traffic control plans that may affect their activities. Full closure of any public road is not permitted during the construction of this Project without prior approval of Gila County.

#### **Gila County General Note Requirements:**

The Contractor shall obtain a Town of Miami Right of Way Use Permit prior to any work being performed within the Town right of way. Contact Gila County Public Works Inspection Section and Miami Inspection at least seven (7) working days in advance of any work.

The Contractor shall submit Traffic Control plans to Gila County Public Works Inspection Section and the Town of Miami at least three (3) working days prior to work for review and approval.

All traffic and/or control devices on this Project shall be provided, maintained and/or controlled as specified in Gila County requirements, if provided, or otherwise per the Uniform Manual on Traffic Control Devices, 2009 Edition.

**SUBSECTION 104.2 – ALTERATION OF WORK:**

Add the following:

Any deviation from the approved plans and specifications shall require a request for variance from the Owner and, in some circumstances, concurrence from NRCS and Gila County. No deviation from the approved plans and specs shall be implemented without prior approval from all applicable parties and/or regulators.

The Contractor's bid and all cost estimates or pricing proposals required or permitted under this section shall be itemized to include direct labor by man-hours, individual craft, hourly wage rate and verifiable labor burden. Other direct costs shall include rental and operator rates for rented or owned equipment, material trucking expenses and other costs clearly identified and directly allocable to contract performance. Material costs shall be itemized by item description, quantity(s) for each item, unit price per item, including applicable sales tax markup, and extended total price per item. The Contractor shall provide copies of material supplier quote sheets, invoices or purchase orders, as appropriate. In the case of a conflict between the unit price and the extended total for a specific item, the unit price will govern.

**END OF SECTION**

## **SECTION 105 – CONTROL OF WORK**

### **SUBSECTION 105.5 - COOPERATION OF CONTRACTOR:**

Add the following subsection:

#### **105.5.1 – PRE-CONSTRUCTION MEETING:**

After award of the contract and prior to the commencement of the work or mobilization, a pre-construction meeting shall be scheduled at a location and time (prior to mobilization and start of construction) to be agreed upon between the Owner and the Contractor. The Contractor shall make all necessary arrangements to have key personnel of the Contractor's company and of the Contractor's principal subcontractors present at the meeting. Each representative shall have authority to make commitments and act on behalf of their firm or company. The purpose of the pre-construction meeting is to discuss any specific concerns or potential problems that the Contractor is aware of, to provide general information appropriate to the contract, to identify responsible individuals for various functions within each organization, and to develop tentative dates for the start of construction. The Contractor shall submit to the Engineer during the pre-construction meeting the following documents (both electronically, and paper copies):

1. Preliminary work schedule/sequence of construction
2. Preliminary traffic control plan and Contractor Contact Information
3. Emergency telephone numbers
4. Signing authority letter
5. Name and telephone number of the certified safety professional
6. Preliminary copies of the NOI and SWPPP per Subsection 107.2.1
7. Qualifications outlined in Subsection 105.6 and 107.6.3
8. Estimated billing schedule
9. Shop drawings
10. Manufacturer's certification for all materials
11. Material data safety sheets
12. Preliminary survey layout, staking, and excavation plans.
13. Contractor pay item cost breakdown as noted in the Special Provisions

The pre-construction meeting will cover topics such as the quality testing requirements, critical elements of the work schedule, document control and electronic record keeping. Additionally, a scheduled start date for the work will be determined.

The Contractor shall be responsible to take minutes of the pre-construction meeting and distribute copies to all meeting participants. The meeting minutes shall be distributed within forty-eight (48) hours of the meeting. At the subsequent construction progress meeting, the minutes will be attested or revised, as appropriate. The cost for attendance at the pre-construction meeting and preparation and distribution of meeting minutes shall be incidental to the Project and no extra payment will be made.

Add the following subsection:

### **105.5.2 –CONSTRUCTION PROGRESS MEETINGS:**

Construction progress meetings shall be scheduled weekly, or as considered necessary by the Owner. The Contractor shall make all arrangements to have key personnel of the Contractor's company and of the Contractor's principal subcontractors present at all progress meetings; representatives shall have authority to make commitments and act for their respective firm or company. The Contractor shall assume full responsibility to act for and commit any subcontractor employed by the Contractor, whether or not such subcontractor is represented at the meeting.

During the construction progress meeting, the Owner's representative will act as chairman and will advise the Contractor of any administrative matters connected with the contract. The Contractor shall submit for review the Contractor's two-week rolling schedule. The Contractor's representative at these meetings shall be prepared to discuss and resolve construction problems and concerns, material delivery, vendor data submittals status, construction progress as measured against the Contractor's approved construction schedule and the Contractor's short range construction activities as provided on the Contractor's two-week rolling schedule. The Contractor shall not be relieved of the Contractor's responsibility to fulfill all of the terms of the contract as a result of any inferences drawn or suggestions made available at these meetings.

The Contractor shall be responsible to take minutes of the construction progress meetings and distribute copies to all meeting participants. The meeting minutes shall be distributed within forty-eight (48) hours of the meeting. At the subsequent construction progress meeting, the minutes will be attested or revised, as appropriate. The cost for attendance at meetings and preparation and distribution of meeting minutes shall be incidental to the project and no extra payment will be made.

### **SUBSECTION 105.6 - COOPERATION WITH UTILITIES:**

#### Add the following:

An attempt has been made to determine the location of all underground utilities, drainage pipes, and structures; however, it shall be the Contractor's responsibility to cooperate with the pertinent utility companies so that any obstructing utility installation(s) may be adjusted. If unexpected conflicts are encountered in the field, the Contractor shall be responsible for scheduling and coordinating the construction at these locations with the concerned utility companies so that they can relocate their facilities prior to or concurrent with the installation of the proposed improvements.

The location of the underground and overhead utilities as shown on the plans is based on the best available information. The Contractor shall not assume that this represents an exact location of the line. No guarantee is made to the accuracy of the location shown on the plans. However, before starting construction, it shall be the Contractor's responsibility to field-verify all utility locations and to coordinate in a timely manner with the pertinent utility companies so that any obstructing utility installation can be adjusted without causing any delay in the Contractor's project schedule, including performing utility locating operations in advance of the work location as necessary. In addition, the Owner will not consider additional compensation requests from the Contractor to perform any potholing, utility company coordination, etc., needed to locate and/or verify utility locations. Owner will adjust Contract work items as necessary to avoid utility line conflicts and cooperate with utilities in adjusting. Should Contractor's operations result in damage to any utility the location of which has been brought to the Contractor's attention, the Contractor shall assume full responsibility for such damage and shall indemnify Owner from any such damage. Contractor shall contact Arizona Blue Stake (telephone number 602-263-1100) a minimum of two (2) working days before beginning any underground work. In addition, Blue Stake notification(s) shall be maintained on a current basis.

The Contractor shall bid its work recognizing that utilities may exist that are not shown on the plans. The Contractor shall consider these utility interferences when bidding the project. All existing utilities, unless otherwise noted shall be protected-in-place (PIP).

The Contractor shall ensure that utility interruptions are kept to a minimum. The Contractor shall notify the Engineer and affected landowners of utility interruptions at least two (2) days in advance of any interruptions, and Contractor shall ensure all utilities are connected and operable by the end of the workday that the interruption occurs.

At all times during construction, the Contractor shall comply with all laws, ordinances, rules, regulations, and safety requirements, including, but not limited to, the National Electric Safety Code and the Occupational Safety and Health Standards for General Industry when working in the vicinity of utilities.

Note: The cost for the repair of any damage to utilities, and any loss of revenue due to the loss of service of a utility that is in any way caused by the Contractor's actions shall be the sole responsibility of the Contractor at no cost to the project, Owner, or Engineer and Contractor shall indemnify the Owner and Engineer from any such damages. All utility location and protection in place costs are considered incidental to the project and no extra payment will be made for these activities.

The following utilities have been identified to exist within the project area:

GAS: Southwest Gas - Michael Placencia  
Email: [michaem.placencia@swgas.com](mailto:michaem.placencia@swgas.com)

WATER: AZ Water - Clayton Wilde  
Email: [cwilde@azwater.com](mailto:cwilde@azwater.com)

SEWER: Town of Miami - Josh Derhapper  
Email: [jderhammer@miamiaz.gov](mailto:jderhammer@miamiaz.gov)

ELECTRIC: APS – Bryan Goslin  
Email: [bryan.goslin@aps.com](mailto:bryan.goslin@aps.com)

CABLE: Cableone/Sparklight – Christopher Guthrey  
Email: [Christopher.guthrey@sparklight.biz](mailto:Christopher.guthrey@sparklight.biz)

#### **SUBSECTION 105.8 - CONSTRUCTION STAKES, LINES, AND GRADES:**

Add the following:

All surveying required for the construction of the work shall be the Contractor's responsibility. The Engineer will not set any construction stakes or perform any construction-related surveying. No work shall be done without lines and grades having been established by the Contractor. The Engineer will furnish a Benchmark, which the Contractor will use to set line and grade for all construction. Contractor responsibilities under this subsection include the following:

- A. The Contractor shall submit original construction surveyor's notes duly signed by a Registered Land Surveyor in the State of Arizona to the Engineer at the end of the work. Copies of the survey notes shall be submitted to the Engineer at the first weekly meeting after being generated.

- B. Record Drawings will be prepared by the Engineer of Record utilizing red-line working drawings maintained on the project site by the Contractor. These paper red-line working drawings shall be maintained by the Contractor in a current condition at all times, and updated at least weekly until completion of the work and shall be available for review by the Engineer and the Engineer of Record at all times. A formal review of the status of the red- line drawings will be conducted monthly just prior to compiling the contractor's payment estimate. A color copy of the final red-line working drawings shall be provided by the Contractor to the Engineer prior to close out. Final acceptance may be delayed if it is found that the red-line working drawings are incomplete or inaccurate, and until appropriate corrections are made by the Contractor to the red-line working drawings.
- C. Final surveyor as-built drawings sealed by a Land Surveyor registered in the State of Arizona shall be provided by the Contractor to the Engineer for review and approval prior to close out. Final acceptance may be delayed if it is found that the surveyor as-built drawings are incomplete or inaccurate, and until appropriate corrections are made.
- D. Prior to close out, the Contractor will be required to provide the Owner a 3D CAD file in a standard \*.dwg format, for review and acceptance by the Engineer.

For items of work for which lump sum prices are established in the contract, payment is made as the work proceeds with progress payment amounts determined as a percentage of the total work planned as projected from the Contractor's approved construction schedule. Payment of the lump sum contract price will constitute full compensation for completion of all work under this pay item.

#### **BID ITEM– AS-BUILT MEASUREMENTS / RECORD DRAWINGS**

#### **SUBSECTION 105.12 – MAINTENANCE DURING CONSTRUCTION:**

Replace with the following:

The Contractor shall maintain the work during construction and until the work is accepted. This maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces to the end so that the roadway or structures are kept in satisfactory conditions at all times.

#### **SUBSECTION 105.15 – ACCEPTANCE:**

Replace with the following:

(A) Partial Acceptance: If at any time during the prosecution of the work the Contractor substantially completes a unit or portion of the work, such as a structure, utility service, or a section of road or pavement, he may request the Engineer or Owner to make final inspection of that work. If the Engineer finds, upon inspection, that the work has been satisfactorily completed in compliance with the contract he may accept the work as being completed and the Contractor may be relieved of further responsibility for that work. Such partial acceptance shall in no way void or alter any terms of the contract.

(B) Final Acceptance: Upon due notice from the Contractor of presumptive completion of the work, the Engineer or Owner will make an inspection. The inspection shall constitute the final inspection and the Engineer will make the final acceptance of that work if: i) all construction provided for and contemplated

by the contract is found completed to the Engineer's satisfaction at the location, ii) the Contractor has provided completed and sealed as-built plans for the work satisfactory to the Engineer, as well as all other items required by SGC 105.8, and iii) the Contractor has provided a completed Certificate of Performance to the Engineer evidencing it has satisfactorily discharged all its duties in connection with the work to be performed under the contract. The Contractor will be notified in writing of this acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection of that work provided the work has been satisfactorily completed. In such event, the Engineer will make the final acceptance of that work and notify the Contractor in writing of this acceptance as of the date of the final inspection.

**END OF SECTION**

## **SECTION 106 – CONTROL OF MATERIALS**

### **SUBSECTION 106.5 – STORAGE OF MATERIALS:**

Add the following:

The Contractor shall obtain approval of the Engineer when using vacant or private property to park and service equipment and store materials for use. The Contractor will obtain prior written approval of the property owner for such use and submit a copy of the approval to the Engineer prior to use of the property.

If available, the Contractor may wish to use excess Owner property adjacent to the project site as a Contractor Work Area (CWA). If the Contractor wishes to do so he must submit plans for use of the site to the Engineer for approval, and must obtain the necessary permissions from the Owner.

The Contractor will monitor on a daily basis all activities within the CWA, whether on Owner or private property, that may result in the leakage of oils, fuels, vehicle wash water, etc., which may contaminate soils, and promptly report any suspected leaks to the Engineer. The Contractor will be solely responsible at the Contractor's cost to correct and clean up any such leakage or other related problems.

The Contractor shall grade and re-vegetate or rehabilitate all construction yards, easements and limits of construction which are disturbed by construction or construction related activities to the lines and grades shown on the plans; or as a minimum, where no line or grade is shown, to a condition similar to or better than the pre-existing condition.

The Contractor understands that use of Owner property, or private property, for a CWA is solely at his own risk. No compensation will be made to the Contractor for any damage to or loss of equipment and/or other valuables with the CWA.

Add the following Subsection:

### **SUBSECTION 106.5.1 – CONTRACTOR ACCESS:**



The Contractor shall have rights to access those lands shown in the plans as being within the Project boundary, within the constraints of the project temporary construction easements. The Contractor shall not use private property outside of the provided temporary construction easements to access the Project area without first obtaining written permission of the property owner, and providing evidence of such permission to the Engineer. The Contractor shall have the right to use “designated access routes” outside of the Limits of Construction as designated on the plans.

**END OF SECTION**

## **SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

Legal regulations and responsibility to public shall conform to Section 107 of the MAG Uniform Standard Specifications, except as modified herein.

### **SUBSECTION 107.2 - PERMITS:**

Replace with the following:

The Contractor shall obtain all permits and licenses, including but not limited to those required by the State of Arizona, Gila County, U.S. Government, and any local or federal agency with jurisdiction within the project area, and shall pay all charges, fees, taxes, and provide all notices necessary and incidental to the due and lawful prosecution of the work. Permits for earth moving may be obtained from Gila County. It is the responsibility of the Contractor to verify permit application fees.

In particular the Contractor will obtain all necessary AZPDES and SWPPP permits as required and in accordance with subsection 107.2.1. Copies of these permits and any addendums shall be provided to the Engineer no later than seven (7) calendar days after issuance.

Corps of Engineers Section 404 Permit:

The Owner has applied for or obtained the necessary U.S. Army Corps of Engineer’s Section 404 Permit. A copy of the approved permit or permit application will be provided at the start of construction. The Contractor shall base its proposal on the anticipated compliance protocols detailed in the Section 404 Permit or application and the related 401 Certification in the permit. These requirements include, but are not limited to, notification of any cultural resources discovery and implementation of pollutant control efforts on the project.

Add the following Subsection:

### **SUBSECTION 107.2.1 - AZPDES PERMIT REQUIREMENTS:**

- A) This project is subject to the Arizona Pollutant Discharge Elimination System (AZPDES) storm water requirements for construction sites under the Arizona Department of Environmental Quality’s (ADEQ’s) Construction General Permit for Arizona. Under provisions of that permit, the Contractor shall be designated as permittee, and shall take all necessary measures to assure compliance with the AZPDES General Permit for Arizona as well as all other applicable Federal, State and local laws, ordinances, statutes, rules and regulations pertaining to storm water discharge. As the permittee, the

Contractor is responsible for preparing, in a manner acceptable to the ADEQ, all documents required by this regulation, including but not necessarily limited to:

- 1) A separate Storm Water Pollution Prevention Plan (SWPPP) for each location on the project, including certification of compliance form. Contractor shall be required to develop, implement, update, and revise each SWPPP, as necessary, in order to assure compliance with the ADEQ permit requirements. The SWPPPs shall be retained on site at each location at all times during construction. The SWPPPs shall be submitted to Gila County Public Works prior to issuance of construction permits.
  - 2) Notice of Intent (NOI) to assure compliance with the AZPDES General Permit for Arizona, including certification of signatures.
  - 3) Notice of Termination (NOT) of coverage under AZPDES General Permit for Arizona.
- B) Preliminary copies of the NOI and the SWPPP shall be submitted to Owner during the preconstruction meeting and shall be subject to review by Owner prior to implementation.
- C) The Contractor shall submit the completed and signed NOI forms to ADEQ no later than one (1) day after being issued a NTP. Proof of the submittal date must be provided to the Owner. If the work is within ¼ mile of an Impaired or Unique Water, the SWPPP, including a permit-compliant monitoring plan, needs to be submitted with the NOI to ADEQ. If the location is farther away than that, no SWPPP needs to be submitted to ADEQ but it still must be available on site.
- D) When the discharge is to an Impaired or Unique Water or is in or near endangered species habitat as identified by ADEQ's smart NOI permitting system, applicants are not authorized under this permit for a minimum of thirty-two (32) business days following ADEQ's receipt of the NOI and SWPPP. ADEQ may notify operators within this timeframe that there is cause for SWPPP amendment, or denial of coverage as specified in Parts 1.D.4 through 1.D.6 of the general permit. If notification is not received in the thirty-two (32) business day time-frame, the Contractor may assume coverage under this permit according to ADEQ requirements. Contractor must notify Owner of the status of the NOI prior to commencing work. The applicant shall submit the NOI (application) to:

Arizona Department of Environmental Quality  
Surface Water Section, Stormwater Permits Unit—CGP Monitoring  
1110 W. Washington Street, Mail Code 5415 A-1  
Phoenix, AZ 85007

If the facility has the potential to discharge to a municipal separate stormwater sewer system (MS4), the applicant must also forward a copy of the certificate authorizing permit coverage to the owner/operator of the MS4 system.

Failure by the Contractor (or Subcontractors of any tier) to submit NOIs within the mandated time frame shall result in delay of the construction start date, and no claim for extension of time will be granted for such delay. A copy of the completed NOI shall be posted at the construction site and a copy of the general permit and SWPPP shall be on-site at each location at all times. A copy of the submitted NOI and NOI authorization shall be included with the SWPPP.

- E) Inspections of all storm water pollution control devices on the project shall be performed by the Contractor every seven (7) days or at least once every fourteen (14) calendar days, and also within twenty-four (24) hours of the end of a storm event of 0.50 inches or greater as required under

provisions of the AZPDES General Permit for Arizona. A reduced inspection frequency may be used provided the conditions in Part IV.H.1.b. of the general permit have been met. Contractor shall prepare reports on such inspections and retain the reports for a period of three (3) years after permit coverage expires or is terminated. Inspection reports shall be submitted monthly to Owner along with progress payment requests. Additionally, Contractor shall maintain all storm water pollution control devices on the project in proper working order, which shall include cleaning and/or repair during the duration of the project.

- F) The Contractor warrants that its employees and Subcontractors of any tier and their employees shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations set forth by all federal, state and local governments and the Arizona Department of Environmental Quality in connection with AZPDES Permitting requirements and laws and regulations pertaining to air, groundwater, and surface water quality.

Fines and penalties imposed by the ADEQ against Owner or the Contractor for Contractor's failure to comply with any of the requirements of AZPDES General Permit of Arizona shall be borne by the Contractor at no cost to the Owner or project.

- G) Upon completion of a location, acceptance and demobilization, Contractor shall submit its completed, duly executed NOT form to the Arizona Department of Environmental Quality (and the appropriate municipality), at the address listed in Section (D) above, thereby terminating all AZPDES permit coverage for that location. Contractor shall then provide to Owner copies of the SWPPP, inspection information and all other documents prepared and maintained by the Contractor in compliance of the AZPDES General Permit. Contractor shall retain the originals of such documents for a period of three (3) years following the completion of the project.
- H) The total price for the NOI, SWPPP and NOT shall include all material, labor, and all other costs relating to the preparation, installation and maintenance of the SWPPP documents and measures during construction, including assuring proper operation of the pollution control devices installed, and all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events, runoff or releases on the project. The Lump Sum price for the NOI, SWPPP and NOT shall be inclusive of all costs, and the Contractor shall make no additional claims under any other specification provision of these documents, including Changed Conditions.

For appropriate guidance and forms as provided by ADEQ the Contractor should refer to the ADEQ website at: <http://www.azdeq.gov/environ/water/permits/cgp.html>

Payment for Dust Control and AZPDES/SWPPP permit acquisition and maintenance shall be made on a lump sum basis for all work described in in Subsections 104.1.4 and 107.2.1 of the Supplementary General Conditions that is associated with installation and maintenance of the SWPPP and dust control measures during project construction, including assuring proper operation of the pollution control devices installed, and all maintenance, cleaning, and disposal costs associated with clean-up and repair following storm events, runoff or releases on the project. Payment of fifty percent (50%) for this bid item shall be made at the beginning of the Project, and the remaining payment made upon final completion and acceptance of the Project, as per MAG Subsection 109.7.

#### **BID ITEM 107-1 – DUST CONTROL AND AZPDES/SWPPP PERMITS**

**SUBSECTION 107.5 – SAFETY, HEALTH & SANITATION PROVISIONS:**

Add the following:

The entire construction site shall be considered a “Hard Hat Area” and all personnel on the Project will be required to wear a hard hat. This includes all Contractor and Subcontractor personnel and all visitors.

**SUBSECTION 107.6 PUBLIC CONVENIENCE AND SAFETY:**

Add the following:

The work area is within and adjacent to areas of public use, including roadways, sidewalks, and open space. The contractor shall provide protection measures, including, but not limited to, temporary fencing, as required to ensure the safety of the public in areas adjacent to the work area.

**SUBSECTION 107.8 – USE OF EXPLOSIVES:**

Replace with the following:

The use of explosives or blasting has not been approved for any construction activities on the project.

**SUBSECTION 107.9 - PROTECTION AND RESTORATION OF PROPERTY AND LANDSCAPE:**

Replace the second paragraph with the following:

The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the work shall have been completed and accepted.

Add the following:

Under no circumstances shall the disposal of debris from construction operations create a blemish on the landscape. Material, which is to be stockpiled or disposed of off-site, shall not encroach on running or intermittent streams, or other waters of the U.S. unless the Contractor has obtained the appropriate permits in accordance with applicable state and federal regulations.

The Contractor shall protect-in-place all existing structures and other features identified on the plans or not, including but not limited to existing utilities, mail boxes, chain link fences, irrigation facilities, roadways, traffic signs, fencing, block walls, signs, and other structures and features near construction activities, including existing vegetation not specifically called out for removal.

The Contractor shall not disturb any areas other than as required for construction as shown on the plans.

The Contractor will grade all Temporary Construction and Permanent Drainage Easement areas and project areas, which are disturbed during construction, to the lines and grades shown on the plans, or as a minimum, where no lines and grades are shown, to a condition similar to or better than the pre-existing condition.

The Contractor shall provide street sweeping services to public roads along haul routes during periods of material hauling to and from the site. Periodic payments will be based on monthly invoices and all invoices will not in total exceed the allowance amount shown in the bid schedule.

#### **SUBSECTION 107.10 - CONTRACTOR'S RESPONSIBILITY FOR WORK:**

Replace the first paragraph with the following:

The Contractor shall properly guard, protect, and take every precaution necessary against injury or damage to all finished or partially finished work, by the action of the elements or from any other cause until the work is completed and accepted by the Engineer. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the Contracting Agency. Partial payment for completed portions of the work shall not release the Contractor from such responsibility.

Add the following:

- A) The Contractor shall maintain dust control measures at all times during the construction of the work. The Engineer reserves the right to direct the Contractor to maintain dust control measures.
- B) Contractor is advised that the work will be subject to stormwater flows of water of varying amounts. Owner assumes no responsibility for notifying Contractor of any anticipated flows, nor for any damages incurred by Contractor to equipment or to any of the Contractor's work as a result of any flows of water.
- C) Storm water runoff in the wash originates from a burned watershed and runoff may carry large debris. The Contractor shall take all necessary precautions to protect his/her work from damage that may be caused by such runoff.
- D) The Contractor shall take all necessary action to protect the public from the construction work area. The Contractor will also notify the Engineer of any unauthorized personnel in the project area, including the presence of the general public.
- E) The Contractor will notify the Engineer immediately of any significant differences between ground topography shown on the construction drawings and existing ground topography which may cause there to be additional cut or fill requiring the approval of the Engineer.
- F) Pollution control management shall be provided by the Contractor consisting of installation of measures or performing work to control erosion and minimize the production of sediment and other pollutants to water and air from construction activities. All pollution control measures and temporary works shall be adequately maintained in a functional condition for the duration of the construction period. All temporary measures shall be removed and the site restored to near original condition. No separate payment will be made for the items discussed herein.
- G) The Contractor shall not remove any vegetation, plants and/or trees not specifically called out for removal or outside the limits of construction as shown on the Plans.
- H) Where existing fences are to be removed, the Contractor shall provide temporary fencing.

**SUBSECTION 107.14 – NO WAIVER OF LEGAL RIGHTS:**

Replace the first two sentences with the following:

Acceptance of the work shall not preclude or stop the Contracting Agency from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Contracting Agency be precluded or stopped from recovering from the Contractor or his surety, or both, such overpayment as it may sustain, or by failure on the part of the Contractor to fulfill his obligations under the contract

**END OF SECTION**

**SECTION 108 – COMMENCEMENT, PROSECUTION AND PROGRESS**

**SUBSECTION 108.1 - NOTICE TO PROCEED:**

Replace paragraph (A) with the following:

The Contractor shall commence work within thirty (30) calendar days after the Notice to Proceed. All work shall be completed within **one hundred twenty (120) calendar days** beginning with the date specified in the Notice to Proceed. Work shall be deemed complete when the Engineer makes the final acceptance pursuant to General Condition 105.15, which neither the Engineer nor the Owner shall unreasonably withhold or delay.

Add the following subsection:

**SUBSECTION 108.4.1 - CONTRACTOR'S BILLING SCHEDULE:**

The Contractor shall furnish the Engineer an Estimated Billing Schedule, which shall include the estimated amount of each billing for the total work at the pre-construction conference, and thereafter at monthly intervals as agreed to between the Contractor and Engineer.

**SUBSECTION 108.5 - LIMITATION OF OPERATIONS:**

Add the following:

The normal workweek shall be forty (40) hours, Monday through Friday, and the work hours will be determined at the pre-construction meeting. This does not imply that this contract can be completed on time utilizing normal working hours. The Contractor shall furnish sufficient forces and shall work such hours including overtime operations as necessary to ensure the completion of the work within the time required. **No night work will be allowed on this project unless approved by the Engineer.** Night work is defined between the hours of 7:00 PM and 5:00 AM.

The Contractor may work overtime (i.e., greater than 40 hours between Monday and Friday) or on Saturdays in its discretion, provided that the Contractor pays the Owner for any increased costs the Owner incurs from the Engineer and/or QCA team as a result of the overtime or Saturday work. For purposes of this subsection, "increased costs" are defined as: (i) any documented amounts the Engineer charges the Owner above the Engineer's and/or QCA team's contracted rates; and (ii) any documented costs the Owner incurs from the Engineer and/or QCA team that the Owner would not have had to incur had the Contractor completed all work on the Project by the completion date by working only 40 hours per week. To work overtime, for

other than emergency situations, the Contractor shall also give the Engineer at least forty-eight (48) hours advance written notification. The notification shall include: the working hours, the type of work to be performed, and the name of and a phone number for the person in charge.

#### **SUBSECTION 108.7 – DETERMINATION AND EXTENSION OF CONTRACT TIME:**

Replace the first three paragraphs with the following:

The number of calendar days allowed for the completion of the work included in the contract will be as stated in the contract and will be known as the contract time.

When the contract time is on a calendar day basis it shall consist of the number of calendar days specified, including all weekends and legal holidays. All calendar days elapsing between the effective dates of any written notice from the Engineer to suspend work and to resume work following suspensions, not the fault of the Contractor, shall be excluded. When the contract completion time is a fixed calendar date it shall be the date on which all work shall be completed and meet final inspection.

**END OF SECTION**

### **SECTION 201 – CLEARING AND GRUBBING**

Clearing and grubbing shall conform to Section 201 of the MAG Uniform Standard Specifications, except as modified herein.

#### **Subsection 201.1 Description:**

Add the following:

This work consists of the removal and disposal of all vegetation including shrubs, trees of all sizes, and other plants within the limits of construction for this project as indicated on the Plans.

Sixty (60) days prior to moving or destroying native plant species, the Contractor shall file a formal notice of intent with the Arizona Department of Agriculture.

Clearing and grubbing shall be performed within the limits of work only, including borrow areas, excavation limits, fill zones, access roads, and other areas delineated on the Plans.

Prior to starting clearing and grubbing the Contractor must verify the location of existing utilities that may be damaged during this work.

***BID ITEM– CLEAR & GRUB***

**END OF SECTION**

## **SECTION 202 – MOBILIZATION**

(Add this section to the MAG Uniform Standard Specifications)

### **Subsection 202.1 Description:**

The work under this section shall consist of preparatory work and operations, including but not limited to, the movement of personnel, equipment, supplies, and incidentals to the project site; the establishment of all offices, buildings and other facilities necessary for work on the project; premiums paid for performance and payment bonds including coinsurance and reinsurance agreements as applicable; and for all other work and operations that must be performed and costs incurred prior to beginning work on various items on the project site.

### **Subsection 202.3 Cleanup:**

Contractor is responsible for cleanup of the site daily during construction and upon completion of the work. Cost of cleanup will be considered incidental to the project and no separate payment will be made for cleanup.

### **Subsection 202.4 Measurement:**

Evaluation of measurement for payment for mobilization shall be based on equipment and materials delivered to the site and the level of work being accomplished commensurate with the scope of work.

### **Subsection 202.5 Payment:**

Payment for mobilization will be made at the contract lump sum price, which shall be full compensation for supplying and furnishing all materials, facilities, and services and performing all work involved as specified herein. No additional payment will be made for occupancy and services during periods of contract time extension due to engineering changes.

## **BID ITEM – MOBILIZATION AND ADMINISTRATION**

**END OF SECTION**



## SECTION 215 – EARTHWORK FOR OPEN CHANNELS

Section 215 of the MAG Uniform Standard Specifications shall apply, except as modified herein.

### **Subsection 215.1 Description:**

#### Add the following:

General earthwork covered under this section shall consist of clearing, stripping, excavation, fill, general backfill, grading and disposal of excavated and removed material. Means and methods of removal of the excavated material in the wash is the responsibility of the contractor. The bridges in Miami have a max load of 10,000 lb and trucks and equipment are not allowed on them. The existing box under Highway 60 may be used to move excavated material from one side to the other upon approval from ADOT. The contractor shall supply the County with an excavation plan prior to construction.

The Contractor is responsible for determining a disposal site suitable for the project and will gain approval from the County.

### **Subsection 215.7 Measurement:**

#### Add the following:

Measurement for the project earthwork shall be per cubic yard of excavation or fill up to the maximum volume on the contract documents.

### **Subsection 215.8 Payment:**

#### Replace with the following:

Excavation or fill shall be paid for at the bid price per cubic yard of excavation. Such price shall include clearing, stripping, excavation, fill, backfill, compaction, grading, hauling, removal and disposal of excess excavated material and debris. No additional payment will be made for complicated excavation and hauling due to site constraints.

***BID ITEM - CUT AND HAUL***

**END OF SECTION**

## SECTION 401 – TRAFFIC CONTROL

This section replaces in its entirety Section 401 of the MAG Uniform Standard Specifications

### **Subsection 401.1 Description:**

All traffic control shall conform to the Special Provisions for this project, including Part VI of the “Manual On Uniform Traffic Control Devices for Streets and Highways” (U.S. Department of Transportation, Federal Highway Division) and the associated ADOT supplement.

It shall be Contractor’s responsibility to provide, erect, maintain and remove after completion of the work all necessary signs, barricades, barriers, berms, lights, high level warning devices, delineators, and any other required devices, uniformed officers, and flagman, necessary to properly mark and control the construction area for the safe and efficient movement of traffic. Temporary traffic control devices shall be installed prior to the start of work necessitating traffic safety. It shall be Contractor’s responsibility to construct the required detour lanes in order to make the road available to traffic.

Approval of Contractor’s traffic control method by the Engineer, the Owner, or Federal guidelines shall not relieve Contractor of its responsibility to protect the work, the Contractor’s personnel, or the general public.

The Contractor is responsible for all coordination with ADOT and acquiring the necessary permits.

### **Subsection 401.2 Traffic Control Devices And Equipment:**

Devices and equipment may include flashing barricades, signage, and high-visibility cones.

### **Subsection 401.4 Traffic Control Measures:**

The application of all traffic control measures shall be based primarily upon the conditions existing at the time that such measures are deemed necessary. Prior to the start of any work that would interrupt the normal flow of traffic, sufficient and adequate devices and measures shall be provided and erected by the Contractor. These devices shall be immediately removed when no longer needed.

All detour and access roadways must be built and maintained within the existing project right-of- way.

### **Subsection 401.6 Measurement:**

No measurement will be made for traffic control implemented by the Contractor for construction or delivery of equipment or materials. No measurement will be made for traffic control devices. No measurement will be made for flagmen or uniformed off-duty law enforcement officers.

### **Subsection 401.7 Payment:**

Payment for traffic control will be made at the contract lump sum price and shall be full compensation for all work, including development of at TCP, mobilization, placing, storing, removal and maintenance of all traffic control devices, signing and striping, flag persons, and other activities incidental to the implementation of the approved traffic control plan.

## **BID ITEM - TRAFFIC CONTROL**

**END OF SECTION**





LOCATION MAP  
NOT TO SCALE



**GILA COUNTY**  
PUBLIC WORKS DEPARTMENT

745 NORTH ROSE MOFFORD WAY  
GLOBE, ARIZONA 85501  
PHONE (928) 402-8530 FAX (928) 425-8104

**GILA COUNTY BOARD OF SUPERVISORS**

CHAIR WOODY CLINE DISTRICT 3  
VICE CHAIR STEVE CHRISTENSEN DISTRICT 1  
MEMBER TIM R. HUMPHREY DISTRICT 2

**COUNTY MANAGER**

JAMES MENLOVE

**PUBLIC WORKS DEPARTMENT DIRECTOR**

STEVE SANDERS

**NRCS JOB CLASS**

CLASS V

**GENERAL NOTES**

1. THE PARTICIPANT ASSURES THE USDA-NRCS THAT THE PROGRAM OR ACTIVITIES PROVIDED UNDER THIS AGREEMENT SHALL BE CONDUCTED IN COMPLIANCE WITH ALL LAWS, REGULATIONS, AND POLICIES FOR FEDERAL, STATE, AND LOCAL AGENCIES.
2. IT SHALL BE THE RESPONSIBILITY OF THE PARTICIPANT TO OBTAIN ALL NECESSARY CLEARANCES, PERMITS, RIGHTS OF WAY, AND EASEMENTS.
3. IT SHALL BE THE RESPONSIBILITY OF THE PARTICIPANT AND CONTRACTOR TO ENSURE THAT THE PROJECT IS CONSTRUCTED ACCORDING TO THE ATTACHED DRAWINGS, SPECIFICATIONS, AND SPECIAL REQUIREMENTS. ANY SIGNIFICANT CHANGES THAT AFFECT THE SCOPE OR COMPLEXITY OF THE PROJECT SHALL BE SUBMITTED, IN WRITING, TO THE NRCS THREE (3) WORKING DAYS PRIOR TO IMPLEMENTATION FOR APPROVAL.
4. ALL EXISTING CONDITIONS ARE TO BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. ANY ADJUSTMENTS FROM THE DRAWINGS ARE TO BE MADE AS DIRECTED BY THE AGENCY APPROVING OFFICIAL.
5. NRCS SHALL BE NOTIFIED THREE (3) WORKING DAYS PRIOR TO CONSTRUCTION.

**LOCATION OF UTILITIES**

1. NRCS MAKES NO REPRESENTATION AS TO THE EXISTENCE OR NONEXISTENCE OF ANY UTILITIES, PUBLIC OR PRIVATE. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING AND COORDINATING THE WORK WITH ALL UTILITY COMPANIES.
2. CONTRACTOR SHALL CONTACT ARIZONA 811 EITHER BY PHONE OR ONLINE.
3. IT IS THE RESPONSIBILITY OF THE CONTRACTORS AND LANDOWNERS TO COMPLY WITH THE PROVISIONS OF ARIZONA STATE LAW. THE CONTRACTORS WILL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM DISRUPTION OF SERVICE CAUSED BY CONSTRUCTION ACTIVITIES.

# BLOODY TANKS WASH CHANNEL REHABILITATION PLANS

EMERGENCY WATERSHED PROGRAM  
IN COOPERATION WITH NATURAL RESOURCES CONSERVATION SERVICE



TOWN OF MIAMI OVERVIEW

SCALE: 1" = 200'

**DRAWING NUMBER & SHEET INDEX**

DRAWING NO.	SHEET NO.	TITLE
CO-01	1	COVER
NO-01	2	GENERAL NOTES
DT-01	3	TYPICAL SECTIONS AND DETAILS
GP-01 TO GP-02	4-5	GRADING PLANS

**PROJECT DATA**

**ELEVATION DATA:**  
THE ELEVATION DATUM FOR THIS PROJECT IS NAVD '88. LIDAR MAPPING WAS COMPLETED BY COOPER AERIAL SURVEYS CO IN DECEMBER 2021.

**BACKGROUND DATA AND LINEWORK SHOWING EXISTING FEATURES WAS PROVIDED BY COOPER AERIAL SURVEYS CO AND CIVILTEC ENGINEERING, INC. IN JANUARY 2022.**

**SURVEY NOTE:**  
THIS PLAN IS BASED ON TOPOGRAPHIC SURVEY DATA PROVIDED BY COOPER AERIAL SURVEYS CO. PARCEL LINE AND RIGHT OF WAY LINES WERE ESTABLISHED FROM GIS DATA PROVIDED BY GILA COUNTY. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING FEATURES, PROPERTY CORNERS, PROJECT BOUNDARIES, RIGHTS-OF-WAY AND TOPOGRAPHIC SURVEY DATA PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE OWNER'S AGENT IMMEDIATELY OF ANY DISCREPANCIES FOR RESOLUTION.

**EARTHWORK QUANTITIES:**  
NO PROJECT SPECIFIC GEOTECHNICAL INVESTIGATION HAS BEEN PERFORMED. ALL EARTHWORK IS CONSIDERED "UNCLASSIFIED."

**APPROXIMATE EARTHWORK QUANTITIES:**  
CUT: 1,835 CY  
FILL: 5 CY  
NET: 1,830 CY CUT

\*THE EXCAVATION AND EMBANKMENT QUANTITIES ON THESE PLANS ARE APPROXIMATE ONLY AND IS BASED ON COMPARING THE EXISTING GROUND TO THE PROPOSED FINISHED GROUND. NO EARTHWORK VOLUME ADJUSTMENTS WERE MADE DUE TO OVEREXCAVATION AND FOOTING CONSTRUCTION, UTILITY INSTALLATION, PAVEMENT AND SUBGRADE THICKNESS, RIPRAP THICKNESS, LANDSCAPE MATERIALS, ETC. NO ALLOWANCE HAS BEEN MADE FOR SHRINK OR SWELL.

**UTILITY ACKNOWLEDGEMENTS**

- GLORIA SESMAS - E-MAIL 8/19/2022 DATE  
ARIZONA WATER COMPANY
- MICHAEL PLACENCIA - LETTER 6/22/2022 DATE  
SOUTHWEST GAS
- BRYAN GOSLIN - LETTER 8/8/2022 DATE  
ARIZONA PUBLIC SERVICE
- JOSH DERHAMMER - LETTER 5/6/2022 DATE  
CITY OF MIAMI (SEWER)

**ACKNOWLEDGEMENT**

(REPRESENTATIVE/AGENT)  
I HAVE REVIEWED THE PLANS AND SPECIFICATIONS AND UNDERSTAND MY OPERATION AND MAINTENANCE RESPONSIBILITIES. I ACCEPT AND APPROVE THEM FOR THE CONSTRUCTION OF THIS PROJECT

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
TITLE \_\_\_\_\_

**AS-BUILT**

CONSTRUCTION INFORMATION

CONTRACTOR \_\_\_\_\_  
CONSTRUCTION COMPLETION DATE \_\_\_\_\_  
CONTRACTOR'S SURVEYOR \_\_\_\_\_

**ACCEPTANCE**

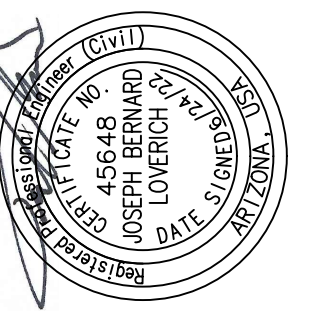
(GOVERNMENT REPRESENTATIVE)  
NRCS ACCEPTS THIS PRACTICE(S) FOR CERTIFICATION

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
TITLE \_\_\_\_\_



DATE	DESCRIPTION	REVISION

3111 N CADEN CT.  
SUITE 180  
TUCSON, AZ 85704  
PH: (520) 791-0882  
WEB: WWW.JEFULLER.COM



To the best of my professional knowledge, judgment and belief, these plans meet the applicable ARCS standards.

JOB NO: P3574.03	DATE: 8/11/2022	SCALE: N/A	DRAWN: CRP/GCC	DESIGN: JBL	CHECKED: JBL
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BLOODY TANKS WASH CHANNEL  
REHABILITATION PLANS  
COVER

DRAWING NO.  
**CO-01**

SHT NO.	OF
1	5



GENERAL NOTES

THE WORK SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT EDITION(S) OF THE FOLLOWING SPECIFICATIONS AND THESE PLANS.

- M.A.G. UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION.
M.A.G. UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION.
A.D.H.S. (A.D.E.G.) ENGINEERING BULLETINS NO. 8 AND 10 (WATER SYSTEMS).
A.D.H.S. (A.D.E.G.) ENGINEERING BULLETINS NO. 11 AND 12 (SEWAGE WORKS).
A.W.W.A. STANDARDS.
M.U.T.C.D. MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
ARIZONA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DRAWINGS.
GILA COUNTY ROADWAY DESIGN STANDARDS MANUAL.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN COPIES OF THE ABOVE STANDARDS, SPECIFICATIONS AND DETAILS, AS WELL AS ALL OTHER STANDARDS AND SPECIFICATIONS WHICH MAY BE NECESSARY TO COMPLETELY AND ACCURATELY INTERPRET THESE PLANS.

ALL QUANTITIES SHOWN ARE APPROXIMATE AND ARE FURNISHED SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THE CONTRACTOR SHALL NOT BE RELIEVED OF RESPONSIBILITY FOR INDEPENDENTLY ESTIMATING WORK QUANTITIES.

UNDERGROUND UTILITY LOCATIONS, AS SHOWN ON THESE PLANS, WERE DETERMINED FROM FIELD MEASUREMENTS, CONSTRUCTION PLANS, RECORD PLANS, OR UTILITY MAPS FURNISHED BY OTHERS. LOCATIONS OF UNDERGROUND UTILITIES ARE TO BE REGARDED AS APPROXIMATE ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ESTABLISH IN THE FIELD THE ACTUAL LOCATIONS OF ALL UNDERGROUND LINES WHICH MAY IN ANY WAY AFFECT THE WORK AND TO FOLLOW ALL ARIZONA BLUE STAKE REGULATIONS.

THE CONTRACTOR SHALL NOT BE RELIEVED OF RESPONSIBILITY FOR MAKING COMPLETE AND ACCURATE ON-SITE DETERMINATIONS OF THE LOCATIONS OF ALL UTILITIES, STRUCTURES AND FIELD CONDITIONS, WHICH MAY AFFECT THE PROGRESS OF THE WORK.

WHERE PLANS CALL FOR CONNECTING NEW STRUCTURES TO EXISTING UNDERGROUND PIPES OR STRUCTURES, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE, AT THE TIME OF CONSTRUCTION, EXACT SIZES, TYPES AND LOCATIONS OF EXISTING UNDERGROUND IMPROVEMENTS AND TO FURNISH MATERIALS AS NEEDED TO MAKE THE REQUIRED CONNECTIONS.

WHERE THE LOCATION OF EXISTING STRUCTURES ARE INDICATED ON THE PLANS, INDICATED LOCATIONS ARE APPROXIMATE ONLY.

THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING WHAT PERMITS WILL BE REQUIRED FOR THE WORK AND FOR OBTAINING, AT HIS OWN EXPENSE, ALL PERMITS REQUIRED UNLESS STATED OTHERWISE IN THE SPECIAL PROVISIONS.

THE APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION. "BLUE STAKE" NUMBER IS 1-800-STAKE-IT. THE CONTRACTOR SHALL ALLOW TWO WORKING DAYS AFTER "BLUE STAKE" IS NOTIFIED, BEFORE COMMENCING ANY EXCAVATION WORK IN THE PROXIMITY OF BURIED UTILITIES.

WATER AND SEWER

AT LEAST 48 HOURS PRIOR NOTICE IS REQUIRED BEFORE DISRUPTING EXISTING UTILITY SERVICE TO MAKE CONNECTIONS. THE NOTICE MUST INCLUDE THE EXACT TIME OF THE DISRUPTION OF SERVICE AND THE EXPECTED DURATION OF THE LOSS OF SERVICE.

GILA COUNTY DRAINAGE NOTES:

- 1. EXCAVATING CONTRACTOR MUST GIVE THE LOCATION FOR WASTING EXCESS EXCAVATED MATERIAL AND A LETTER FROM THE OWNER OF THE PROPERTY GIVING PERMISSION FOR DUMPING PRIOR TO STARTING CONSTRUCTION. IF EXCESS EXCAVATION EXCEEDS 100 CUBIC YARDS, THE DISPOSAL SITE ALSO WILL REQUIRE A GRADING AND DRAINAGE PERMIT.
2. GILA COUNTY ENGINEERING DEPARTMENT SHALL BE NOTIFIED 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITY.
3. GRADES SHOWN ON PLANS ARE DESIGN FINISH GRADES. SHOULD THE CONTRACTOR OR A SUBCONTRACTOR PLAN TO PLACE SPOIL DIRT FROM UTILITY TRENCHES, DRAINAGE EXCAVATION OR STRUCTURAL EXCAVATION WITHIN THE SIDE SLOPE LIMITS, THE AREA SHOULD BE SUFFICIENTLY OVER-EXCAVATED DURING ROUGH GRADING OPERATION TO ALLOW FOR THE PLACEMENT OF THE FILL. ALL EXCAVATED MATERIAL SHALL MEET THE GEOTECHNICAL RECOMMENDATION AND CRITERIA FOR APPROVED FILL MATERIAL.
4. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND CONFIRMING DEPTHS OF ALL UTILITY LINES WITHIN PROPOSED EXCAVATION AREAS. IF A CONFLICT OCCURS BETWEEN AN EXISTING UTILITY AND A PROPOSED DRAINAGE STRUCTURE, THE CONTRACTOR SHALL NOTIFY THE GILA COUNTY ENGINEERING DEPARTMENT IN WRITING WITHIN 24 HOURS OF IDENTIFYING THE CONFLICT.
5. THE ENGINEERING DESIGN ON THESE PLANS ARE ONLY APPROVED BY THE COUNTY IN SCOPE AND NOT IN DETAIL. THE COUNTY DOES NOT VERIFY CONSTRUCTION QUANTITIES ON THESE PLANS. APPROVAL OF THESE PLANS ARE FOR PERMIT PURPOSES ONLY AND SHALL NOT PREVENT THE COUNTY FROM REQUIRING CORRECTION OF ERRORS IN THE PLANS WHERE SUCH ERRORS ARE SUBSEQUENTLY FOUND TO BE IN VIOLATION OF ANY LAW, ORDINANCE, HEALTH, SAFETY, OR OTHER DESIGN ISSUES.
6. ALL PLANS REVISED AFTER THE ORIGINAL APPROVAL SHALL BE RE-APPROVED. THE NATURE OF THE REVISIONS ALSO MUST BE CALLED OUT ON THE SHEET THAT THE REVISION APPEARS. THE REVISION NUMBER ITSELF SHALL CONSIST OF A NUMERAL WITHIN A TRIANGLE AND THE REVISION ON THE PLANS SHALL BE HIGHLIGHTED WITH "CLOUDING". THE CONTRACT DOCUMENTS SHALL BE UPDATED BY REPLACING THE ORIGINAL DRAWING WITH THE REVISED DRAWING. THE REVISED DRAWING SHALL BE PREPARED AND SEALED BY A REGISTERED PROFESSIONAL CIVIL ENGINEER, REGISTERED IN THE STATE OF ARIZONA PER ARS 32-101 (ET. SEQ.).
7. IF THE DRAINAGE IMPROVEMENTS ARE ADJACENT TO HILLSIDE AREAS, NO DISTURBANCE OF HILLSIDE AREAS FOR ACCESS, GRADING OR OTHER CONSTRUCTION PURPOSES WILL BE ALLOWED

SURVEY NOTES

DATES OF SURVEY: DECEMBER 15TH, 2021 THROUGH MARCH 30TH, 2022
US STATE PLANE 1983.
COORDINATE SYSTEM: ARIZONA STATE PLANE EAST
ZONE: NAD83 2011 (EPOCH 2010)
HORIZONTAL DATUM: NAVD88
VERTICAL DATUM: GEOID 12B
GEOID: INTERNATIONAL FEET
COORDINATE UNITS: INTERNATIONAL FEET
DISTANCE UNITS: INTERNATIONAL FEET
ELEVATION UNITS: INTERNATIONAL FEET

PRIMARY CONTROL POINT INFO

POINT: GLOBE CORS
STATION CODE: AZGB
LAT: N 33° 23' 43.27680"
LONG: W 110° 46' 17.19137"
HEIGHT: 1098.682'
SENSOR TYPE: TRIMBLE NETRS

Table with 5 columns: PT ID, NORTHING, EASTING, ELEVATION, DESCRIPTION. Contains 5 rows of survey control points.

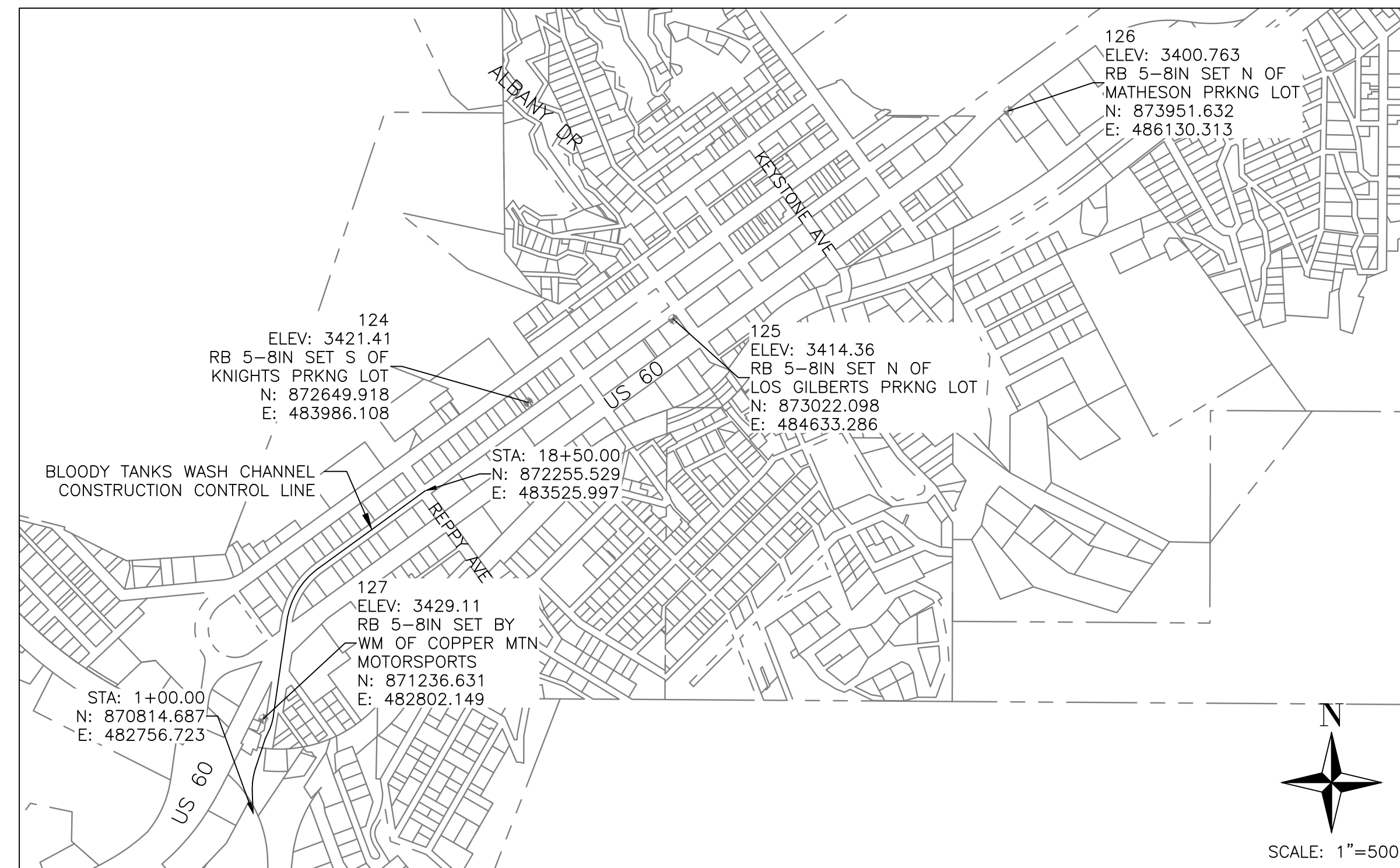
LOCATION DESCRIPTIONS

124 TWO FEET NORTH OF NORTHERLY WALL OF WASH AND THREE FEET SOUTH OF KNIGHTS OF COLOMBUS PARKING LOT.

125 TWO FEET SOUTH OF SOUTHERLY WALL OF WASH AND FORTY-FIVE FEET WEST OF CENTERLINE OF CORDOVA AVENUE.

126 TWO FEET SOUTH OF SOUTHERLY WALK OF US-60 AND TWENTY-FIVE FEET EAST OF CENTERLINE OF WESTERLY GATE OF 211 HIGHWAY 60 (MATHESON).

127 FORTY-FIVE FEET SOUTHEASTERLY OF SOUTHEAST CURB OF US-60 AND FORTY FEET NORTHEASTERLY OF 1255 LIVE OAK STREET BUILDING (COPPER MOUNTAIN MOTORSPORTS).



SURVEY CONTROL

LEGEND

- EXISTING FEATURES
MAJOR CONTOUR (10' INTERVAL)
MINOR CONTOUR (2' INTERVAL)
LABELS ON MAJOR CONTOURS ARE NAVD88
LABELS ON MINOR CONTOURS ARE NAVD88
PARCEL LINE
CITY LIMITS
PARCEL LABEL
EXISTING SANITARY SEWER
ABANDONED SANITARY SEWER
EXISTING SEWER MANHOLE
EXISTING WATER
EXISTING GAS LINE
EXISTING OVERHEAD ELECTRIC
EXISTING COMMUNICATIONS

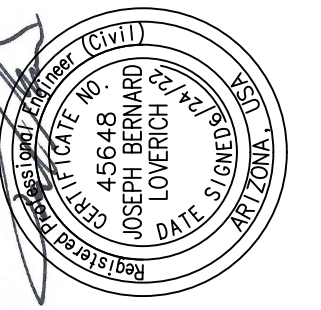
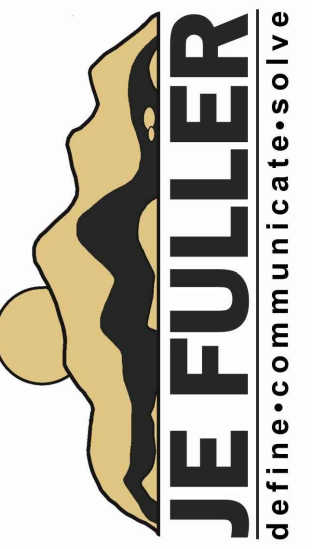
DESIGN FEATURES

- PROPOSED MAJOR CONTOURS (10' INTERVAL)
PROPOSED MINOR CONTOURS (2' INTERVAL)
PROPOSED GRADING LIMITS
PROPOSED TOE OF SLOPE



Table with 3 columns: DATE, DESCRIPTION, REVISION. It is currently empty.

3111 N CADEN CT.
SUITE 180
PHOENIX, AZ 85004
TEL: 602.997.0682
WEB: WWW.JEFULLER.COM



To the best of my professional knowledge, judgment and belief, these plans and specifications conform to the standards.

Table with 5 columns: JOB NO., DATE, SCALE, DRAWN, DESIGN, CHECKED. Values include P3574.03, 8/11/2022, NTS, CRP/GCC, JBL, JBL.

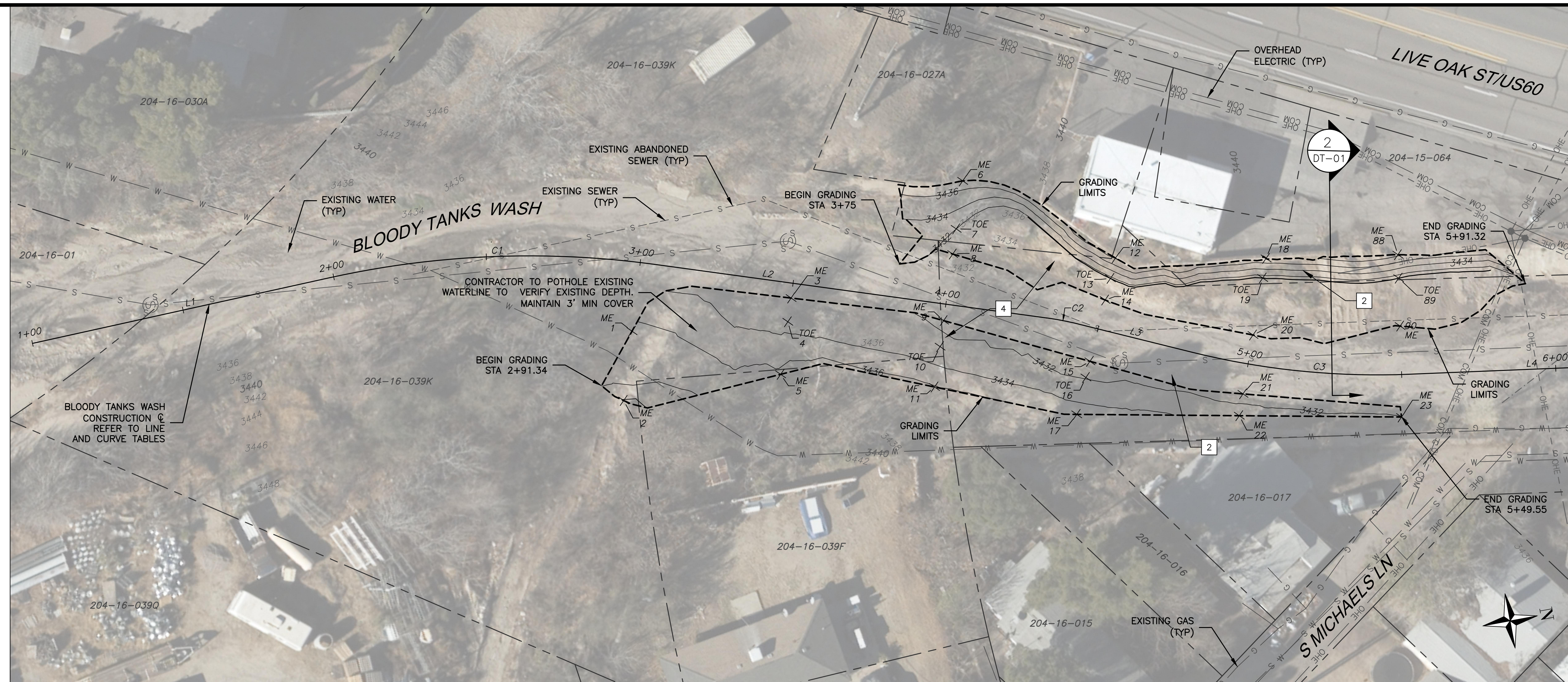
BLOODY TANKS WASH CHANNEL
REHABILITATION PLANS
GENERAL NOTES

Table with 2 columns: DRAWING NO., SHT NO., OF. Values include NO-01, 2, 5.

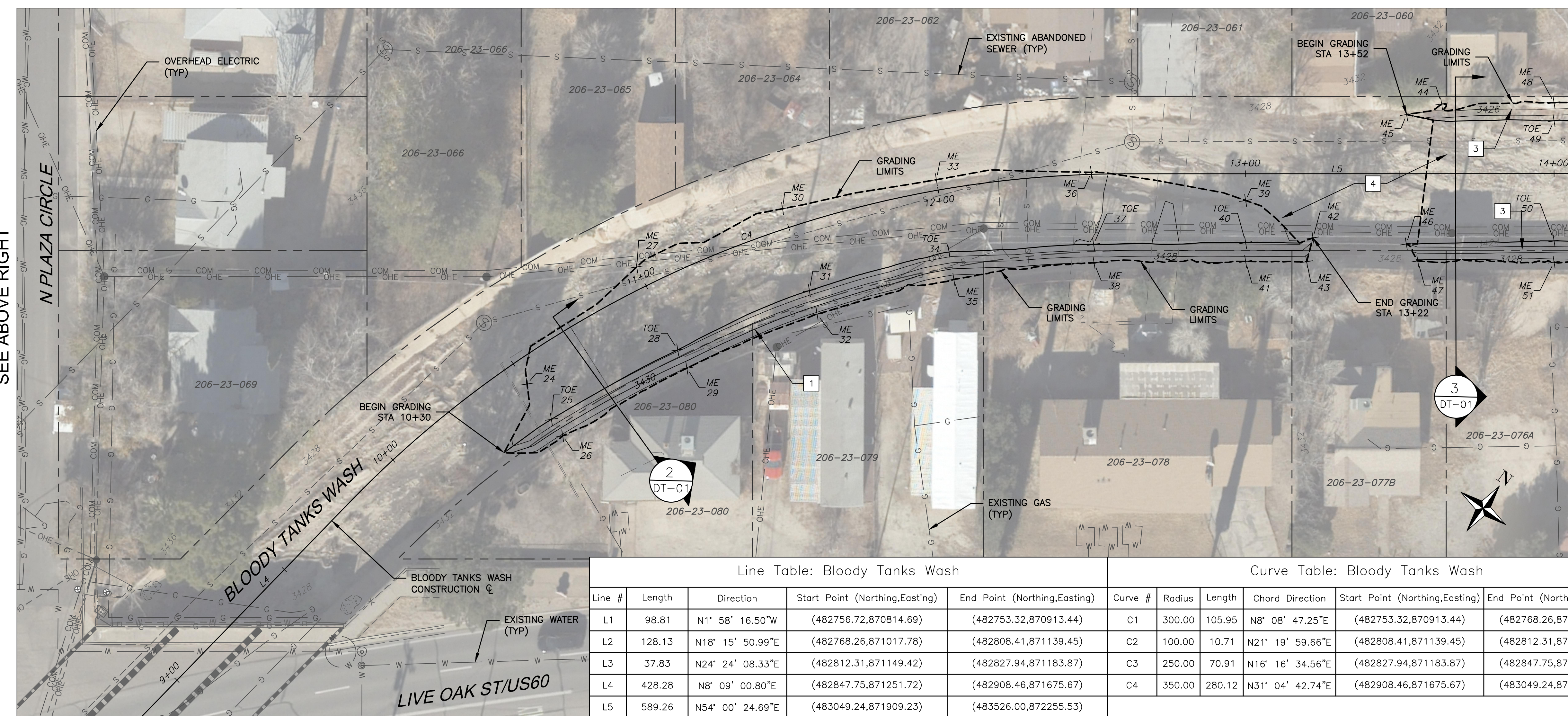








SEE BELOW LEFT

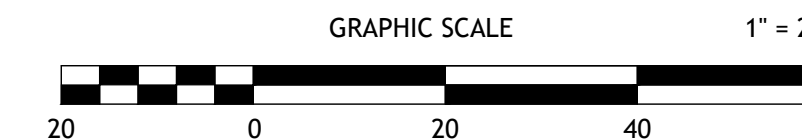


SEE ABOVE RIGHT

MATCH SHEET GP-02 STA: 14+00

Line Table: Bloody Tanks Wash					Curve Table: Bloody Tanks Wash					
Line #	Length	Direction	Start Point (Northing,Easting)	End Point (Northing,Easting)	Curve #	Radius	Length	Chord Direction	Start Point (Northing,Easting)	End Point (Northing,Easting)
L1	98.81	N1° 58' 16.50"W	(482756.72,870814.69)	(482753.32,870913.44)	C1	300.00	105.95	N8° 08' 47.25"E	(482753.32,870913.44)	(482768.26,871017.78)
L2	128.13	N18° 15' 50.99"E	(482768.26,871017.78)	(482808.41,871139.45)	C2	100.00	10.71	N21° 19' 59.66"E	(482808.41,871139.45)	(482812.31,871149.42)
L3	37.83	N24° 24' 08.33"E	(482812.31,871149.42)	(482827.94,871183.87)	C3	250.00	70.91	N16° 16' 34.56"E	(482827.94,871183.87)	(482847.75,871251.72)
L4	428.28	N8° 09' 00.80"E	(482847.75,871251.72)	(482908.46,871675.67)	C4	350.00	280.12	N31° 04' 42.74"E	(482908.46,871675.67)	(483049.24,871909.23)
L5	589.26	N54° 00' 24.69"E	(483049.24,871909.23)	(483526.00,872255.53)						

EXISTING UTILITIES SHOWN FOR REFERENCE ONLY. CONTRACTOR TO POTHOLE AND VERIFY LOCATION OF ALL UTILITIES PRIOR TO ANY GRADING.



REMOVE

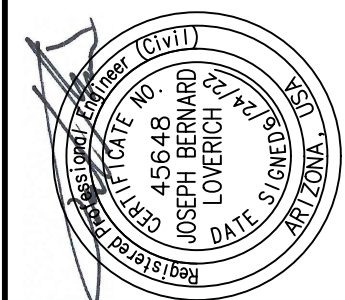
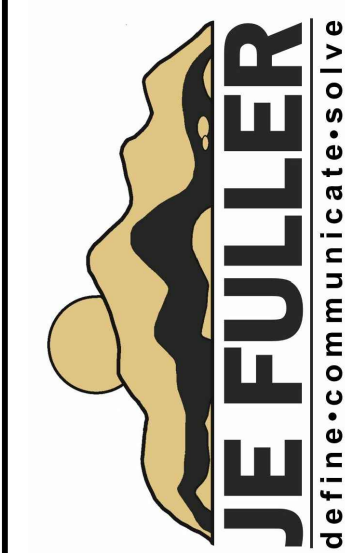
	UNIT	QTY
1 GRADE/REHABILITATE CHANNEL PER TYPICAL SECTION 1, SHEET DT-01	CY	110
2 GRADE/REHABILITATE CHANNEL PER TYPICAL SECTION 2, SHEET DT-01	CY	440
3 GRADE/REHABILITATE CHANNEL PER TYPICAL SECTION 3, SHEET DT-01	SF	52,000
4 CLEAR AND GRUB WASH WITHIN EXTENTS OF PROPOSED GRADING	SF	52,000

NOTE: CONTRACTOR TO POTHOLE WATERLINE WITHIN THE EXCAVATED AREA TO VERIFY DEPTH. CONTRACTOR RESPONSIBLE FOR INFORMING AZ WATER AND COUNTY OF DEPTH PRIOR TO EXCAVATION OF CHANNEL

\* SEE SHEET GP-02 FOR CONTROL POINTS TABLE.

DATE	DESCRIPTION	REVISION

3111 N CADEN CT.  
SUITE 180  
PHOENIX, AZ 85004  
PHONE: 602.997.0882  
WEB: WWW.JEFULLER.COM



To the best of my professional knowledge, judgment and belief, these plans meet the applicable ARCS standards.

JOB NO:	P3574.03
DATE:	8/11/2022
SCALE:	1" = 20'
DRAWN:	CRP/GCC
DESIGN:	JBL
CHECKED:	JBL

BLOODY TANKS WASH CHANNEL REHABILITATION PLANS  
GRADING PLAN







**ARF-7631**

**Regular Agenda Item 2. K.**

**Regular BOS Meeting**

Meeting Date: 10/18/2022

Submitted For: Woody Cline, Board of Supervisors-District 3

Submitted By: Cathy Melvin, Executive Assistant

Department: Board of Supervisors-District 3

Fiscal Year: 2022 Budgeted?: Yes

Contract Dates NA Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

---

Information

Request/Subject

Approval of Intergovernmental Agreement No. 10102022 between Gila County and the Town of Winkelman. The Town has submitted a request for an Economic Development Grant to assist in supporting its annual Haunted House event.

Background Information

Each year funds are budgeted to support economic development activities. The Town of Winkelman has applied to Gila County for an Economic Development Grant to support its Annual Haunted House event to be held on October 30, 2022. Under A.R.S. 11-254, contributions may be made to any governmental agency or to a non-profit corporation that enjoys and maintains federal tax-exempt status as long as all monies are utilized for the purpose determined to be public by the Board. The Town of Winkelman will provide direct benefit by advertising Gila County at the event.

Evaluation

Funds are available. After reviewing the town's request, an Intergovernmental Agreement (IGA) was developed, and asking the necessary questions, the Board shall determine if the request is for the benefit of the public. The Board may approve the IGA and determine it to be for the benefit of the public.

Conclusion



Funds are available and after evaluation, the Board may approve IGA No. 10102022 Economic Development Grant that the Board has determined to be for the benefit of the public by entering into an IGA with the Town of Winkelman.

Recommendation

After evaluation, the Board may approve the Intergovernmental Agreement No. 10102022 Economic Development Grant that the Board has determined to be for the benefit of the public by entering into an IGA with the Town of Winkelman.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement No. 10102022 Economic Development Grant to the Town of Winkelman in the amount of \$1,000 for the Town's Annual Haunted House event and that the Board has determined to be for the benefit of the public. **(Woody Cline)**

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Attachments

Winkelman IGA

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INTERGOVERNMENTAL AGREEMENT NO. 10102022  
ECONOMIC DEVELOPMENT GRANT  
BETWEEN  
GILA COUNTY  
AND  
TOWN OF WINKELMAN

**THIS AGREEMENT** is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between Gila County, hereinafter referred to as "County" and the Town of Winkelman, hereinafter referred to as "Town", to support the Town's Annual Haunted House Event.

**RECITALS**

**WHEREAS**, the Gila County Board of Supervisors desires to provide a grant of \$1,000.00 for the purpose of an Economic Development Activity to support the Town's Annual Haunted House event and the Board has determined to be for the benefit of the public.

**WHEREAS**, the annual Haunted House event will provide benefit to the residents of the Town of Winkelman and the surrounding communities.

**SCOPE**

It is the intent of the Gila County Board of Supervisors to provide \$1,000 in an Economic Development Grant to the Town of Winkelman to support the Annual Haunted House event per § A.R.S. 11-254.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. The Gila County Board of Supervisors will contribute the sum of \$1,000 in the form of an Economic Development Grant to the Town for the benefit of the public.
2. The Town of Winkelman agrees that the Economic Development Grant shall only be used to support the Haunted House event.
3. The Town agrees to provide Gila County with an expenditure accounting of the \$1,000 as of the effective completion date of the Haunted House event.
4. The Town agrees to indemnify and hold harmless the county in any and all suits, actions, causes, or other claims against the County as the result of the Town's use of the Economic Development Grant Funds.
5. If at any time during the term of this Agreement, or within twenty-four months thereafter, the Town should receive a claim of any nature in which a person or persons allege injuries or damages as a result of the Annual Haunted House event, the Town shall immediately notify the County Manager and the County Clerk and provide all information requested concerning said claim.

6. The Town and the County agree that both parties have established budgets sufficient to allow them to complete their responsibilities under this intergovernmental agreement and that the intergovernmental will expire after both parties have complied with their obligations under the agreement.
7. This agreement is subject to the cancellation provisions of ARS § 38-511.
8. **Legal Arizona Workers Act Compliance:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and § A.R.S. 34-214 (A). Each party further warrants that after hiring an employee, verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

**IN WITNESS WHEREOF**, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

**GILA COUNTY**

**TOWN OF WINKELMAN**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Mayor, Town Council

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Winkelman Town Clerk

Determination of Counsel

Pursuant to A.R.S. § 11-952(D), this agreement has been reviewed by the undersigned counsel who have determined that it is in appropriate form and is within the powers and authority granted under the laws of the State of Arizona to each respective public body.

ATTORNEY FOR GILA COUNTY

ATTORNEY FOR TOWN OF WINKELMAN

---

Deputy County Attorney

**ARF-7613**

**Consent Agenda Item 3. A.**

**Regular BOS Meeting**

Meeting Date: 10/18/2022

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2023 Budgeted?: Yes

Contract Dates 11-19-22 to 11-18-23 Grant?: No

Begin & End:

Matching No Fund?: New

Requirement?:

---

Information

Request/Subject

Approve Amendment No. 3 to Intergovernmental Agreement (IGA) No. 092419-Town of Miami Fuel Purchases

Background Information

On November 19, 2019, the Board of Supervisors approved IGA No. 092419 with the Town of Miami for fuel purchases. The initial term of the IGA was from November 19, 2019, to November 18, 2020, and the IGA allowed for three one-year renewal periods upon mutual agreement of the parties.

On January 19, 2021, the Board of Supervisors approved Amendment No. 1 IGA No. 092419 to extend the term of the IGA for one additional year, from November 19, 2020, to November 18, 2021.

On October 19, 2021, the Board of Supervisors approved Amendment No. 2 IGA No. 092419 to extend the term of the IGA for one additional year, from November 19, 2021, to November 18, 2022.

Evaluation

Amendment No. 3 extends the term of the IGA for one additional year, from November 19, 2022, to November 18, 2023.

Conclusion

Approval of Amendment No. 3 to Intergovernmental Agreement No. 092419 between the Town of Miami and Gila County for fuel will allow the Town to continue to be compliant with Arizona Department of Transportation policies which will let the Town continue to provide transit services to the community.

Recommendation

The Public Works Department Director recommends approval of Amendment No. 3 to Intergovernmental Agreement No. 092419 with the Town of Miami.

Suggested Motion

Approval of Amendment No. 3 to Intergovernmental Agreement No. 092419 between Gila County and the Town of Miami to extend the contract term for an additional year from November 19, 2022, to November 18, 2023, for fuel purchase.

---

Attachments

Amendment No. 3 to IGA 092419

Amendment No. 2 to IGA No. 092419

Amendment No. 1 to IGA No. 092419

IGA No. 092419 with Town of Miami

---

**AMENDMENT NO. 3 TO INTERGOVERNMENTAL AGREEMENT NO. 092419**

**BETWEEN  
GILA COUNTY AND TOWN OF MIAMI  
FUEL PURCHASES**

**RECITALS**

**WHEREAS**, the Parties have entered into Intergovernmental Agreement No. 092419 dated November 19, 2019 (the "Agreement"), whereby Town of Miami wishes to purchase fuel for their Transit system and vehicles and equipment within the Towns' Police and Public Works Department cooperative action; and

**WHEREAS**, Amendment No. 1 was executed on January 19, 2021, to extend the term of the IGA from November 19, 2020, to November 18, 2021, pursuant to General Terms, Item 2-Duration/Termination of IGA No. 092419; and

**WHEREAS** Amendment No. 2 was executed on October 19, 2021, to extend the term of the IGA from November 19, 2021, to November 18, 2022, pursuant to General Terms, Item 2-Duration/Termination of IGA No. 092419, Further, Amendment No. 2 served to add to Item 3-Payment, the language "If payment is not made by this date, the fuel keys will be inactivated for all vehicles. Once payment has been received it will take up to 24 hours to re-activate the keys".

**WHEREAS**, Intergovernmental Agreement No. 092419 expires on November 18, 2022, the parties choose to exercise the option to renew for one additional year period from November 19, 2022, to November 18, 2023, pursuant to General Terms, Item 1 - Term of Agreement; Renewals.

**WHEREAS** Amendment No. 3 will serve to extend the term of the IGA from November 19, 2022, to November 18, 2023, pursuant to General Terms, Item 2-Duration/Termination of IGA No. 092419.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the Parties hereby agree as follows:

**AGREEMENTS**

- 1. Term of Agreement; Renewals.** The initial term of this Agreement shall be effective when fully executed, by and under the authority of the governing body of each Party's jurisdiction, the initial term shall be for one year from the effective date. Thereafter it may be renewed annually for up to three (3) renewal terms by mutual agreement of the Parties.
- 2. Scope.** The Town will purchase fuel for its Police, Transit and Public Works departments, for which it will reimburse the County monthly, at cost, for the fuel consumed by the Town's vehicles.
- 3. Payment.** The Town will pay the County for the fuel that is consumed at the cost the County incurs for the fuel. The County will invoice the previous month's fuel used by the Town, on or about the beginning of each month. Payment will be made by the Town on or about the 15<sup>th</sup> day of each month. If payment is not made by this date, the fuel keys will be inactivated for all vehicles. Once payment has been received it will take up to 24 hours to re-activate the keys.
- 4. Independent Contractors.** The status of the Parties shall be that of independent contractors and nothing in this Agreement shall be construed as creating a joint venture.

- 5. **Indemnification.** To the extent permitted by law, the Town shall indemnify, defend and hold harmless the County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault, or negligence by the Town, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.

To the extent permitted by law, the County shall indemnify, defend and hold harmless, Town, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault, or negligence by the County, its agents, employees or anyone under its direction or control or on its behalf in connections with performance of this Agreement. The terms of this section shall survive termination of this Agreement.

- 6. **Termination for Convenience.** The Parties reserve the right to terminate this Agreement at any time and without cause by serving upon the other Party, 30 days advance written notice of such intent to terminate. In the event of such termination, the Town's only obligation to County shall be payments described in Paragraph 3.
- 7. **Termination for Cause.** This contract may be terminated at any time without advance notice and without further obligation to the County when the Town is found by County to be in default of any provision of this Agreement.
- 8. **Disposal of Property at Termination.** The parties do not anticipate the exchange of any property.
- 9. **Non-Assignment.** The Town shall not assign its rights to this Agreement in whole or in part, without prior written approval of the County. Assignment may be withheld at the sole discretion of the County, provided that such approval shall not be unreasonably withheld.
- 10. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
- 11. **Applicable Law.** The terms and conditions of this Agreement shall be construed and governed in accordance with the laws of the State of Arizona.
- 12. **Notices.** Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

Town:                                      Town of Miami  
    Town Manager  
    500 W. Sullivan Street  
    Miami, AZ 85539

Gila County:                              Gila County Board of Supervisors  
    County Manager  
    1400 E. Ash Street  
    Globe, AZ 85501



These addresses may be changed by either Party by giving notice in writing. Such changes shall also be deemed to have been effectively noticed five (5) calendar days after being mailed to each Party by the Party changing the address.

- 13. Non-Waiver.** The failure of either Party to insist on any one or more instances upon the full and complete performance of any of the terms and conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance of either Party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.
- 14. Compliance with Laws.** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement, and any disputes hereunder.

Any action relating to this Agreement shall be brought in a court of the State of Arizona in Gila County. Any changes in the governing laws, rules and regulations during the terms of the Agreement shall apply, but do not require an amendment.

- 15. Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.
- 16. Workers Compensation Coverage.** The parties agree that pursuant to A.R.S. § 23-1022(D), employees of each party who work under the jurisdiction or control of or within the jurisdictional boundaries of the other party pursuant to this intergovernmental agreement are deemed to be employees of both parties, for the purposes of A.R.S. § 23-1022. The primary employer of each employee performing services under this intergovernmental agreement shall be solely liable for the payment of workers' compensation benefits. Further, pursuant to A.R.S. § 23-1022(E), each party agrees to post a notice pursuant to the provisions of § 23-906, in substantially the following form:
- “All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.”

- 17. Immigration Law Compliance Warranty:** As required by A.R.S. § 41-4401, each Party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each Party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either Party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A Party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each

Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this Agreement to ensure that the other Party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

**18. Finances and Budgetary Matters:** Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this Intergovernmental Agreement, and the financing for it, shall be approved annually by each Party through its' board or council; financing may include commitment of general funds, grant funds, or other available financing.

**19. Entire Agreement:** This document constitutes the entire Agreement between the Parties and shall not be modified, amended, altered, or changed, except through written amendment signed by the Parties.

*IN WITNESS WHEREOF*, three (3) identical counterparts of this Amendment to Intergovernmental Agreement No. 092419, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the Parties hereinafter named this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**GILA COUNTY**

\_\_\_\_\_  
Woody Cline, Chairman  
Gila County Board of Supervisors

**ATTEST**

\_\_\_\_\_  
James Menlove, Chief Deputy Clerk  
Gila County Board of Supervisors

**APPROVED AS TO FORM**

\_\_\_\_\_  
The Gila County Attorney' Office

**TOWN OF MIAMI**

*S. Gonzales*  
\_\_\_\_\_  
Sammy Gonzales  
Mayor, Miami Town Council

**ATTEST**

*Karen Norris*  
\_\_\_\_\_  
Karen Norris, Town Clerk

**APPROVED AS TO FORM**

*[Signature]*  
\_\_\_\_\_  
Town Attorney

**AMENDMENT NO. 2 TO INTERGOVERNMENTAL AGREEMENT NO. 092419**  
**BETWEEN**  
**GILA COUNTY AND TOWN OF MIAMI**  
**FUEL PURCHASES**

**RECITALS**

**WHEREAS**, the Parties have entered into Intergovernmental Agreement No. 092419 dated November 19, 2019 (the "Agreement"), whereby Town of Miami wishes to purchase fuel for their Transit system and vehicles and equipment within the Towns' Police and Public Works Department cooperative action; and

**WHEREAS**, Intergovernmental Agreement No. 092419 expires on November 18, 2021, the parties choose to exercise the option to renew for one additional year period from November 19, 2021, to November 18, 2022, pursuant to General Terms, Item 1 – Term of Agreement; Renewals.

**WHEREAS, Amendment No. 1** was executed on January 19, 2021, to extend the term of the IGA from November 19, 2020, to November 18, 2021, pursuant to General Terms, Item 2-Duration/Termination of IGA No. 092419; and

**WHEREAS Amendment No. 2 will serve** to extend the term of the IGA from November 19, 2021, to November 18, 2022, pursuant to General Terms, Item 2-Duration/Termination of IGA No. 092419, Further, **Amendment No. 2** will serve to add to Item ~~3~~-Payment, the language "If payment is not made by this date, the fuel keys will be inactivated for all vehicles. Once payment has been received it will take up to 24 hours to re-activate the keys".

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the Parties hereby agree as follows:

**AGREEMENTS**

1. **Term of Agreement; Renewals.** The initial term of this Agreement shall be effective when fully executed, by and under the authority of the governing body of each Party's jurisdiction, the initial term shall be for one year from the effective date. Thereafter it may be renewed annually for up to three (3) renewal terms by mutual agreement of the Parties.
2. **Scope.** The Town will purchase fuel for its Police, Transit and Public Works departments, for which it will reimburse the County monthly, at cost, for the fuel consumed by the Town's vehicles.
3. **Payment.** The Town will pay the County for the fuel that is consumed at the cost the County incurs for the fuel. The County will invoice the previous month's fuel used by the Town, on or about the beginning of each month. Payment will be made by the Town on or about the 15<sup>th</sup> day of each month. If payment is not made by this date, the fuel keys will be inactivated for all vehicles. Once payment has been received it will take up to 24 hours to re-activate the keys.
4. **Independent Contractors.** The status of the Parties shall be that of independent contractors and nothing in this Agreement shall be construed as creating a joint venture.



5. **Indemnification.** To the extent permitted by law, the Town shall indemnify, defend and hold harmless the County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault, or negligence by the Town, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.

To the extent permitted by law, the County shall indemnify, defend and hold harmless, Town, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault, or negligence by the County, its agents, employees or anyone under its direction or control or on its behalf in connections with performance of this Agreement. The terms of this section shall survive termination of this Agreement.

6. **Termination for Convenience.** The Parties reserve the right to terminate this Agreement at any time and without cause by serving upon the other Party, 30 days advance written notice of such intent to terminate. In the event of such termination, the Town's only obligation to County shall be payments described in Paragraph 3.

7. **Termination for Cause.** This contract may be terminated at any time without advance notice and without further obligation to the County when the Town is found by County to be in default of any provision of this Agreement.

8. **Disposal of Property at Termination.** The parties do not anticipate the exchange of any property.

9. **Non-Assignment.** The Town shall not assign its rights to this Agreement in whole or in part, without prior written approval of the County. Assignment may be withheld at the sole discretion of the County, provided that such approval shall not be unreasonably withheld.

10. **Severability.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.

11. **Applicable Law.** The terms and conditions of this Agreement shall be construed and governed in accordance with the laws of the State of Arizona.

12. **Notices.** Notices relating to this Intergovernmental Agreement shall be deemed to have been duly delivered upon personal delivery, or as of the second business day after mailing by United States mail, postage prepaid, addressed as follows:

Town: Town of Miami  
Town Manager  
500 W. Sullivan Street  
Miami, AZ 85539

Gila County: Gila County Board of Supervisors  
County Manager  
1400 E. Ash Street  
Globe, AZ 85501

These addresses may be changed by either Party by giving notice in writing. Such changes shall also be deemed to have been effectively noticed five (5) calendar days after being mailed to each Party by the Party changing the address.

13. **Non-Waiver.** The failure of either Party to insist on any one or more instances upon the full and complete performance of any of the terms and conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance of either Party of sums less than may be due and owing it at any time shall not be construed as an accord and satisfaction.
14. **Compliance with Laws.** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement, and any disputes hereunder.

Any action relating to this Agreement shall be brought in a court of the State of Arizona in Gila County. Any changes in the governing laws, rules and regulations during the terms of the Agreement shall apply, but do not require an amendment.

15. **Conflict of Interest.** This Agreement is subject to A.R.S. §38-511 pertaining to conflicts of interest, the pertinent provisions of which are incorporated by reference herein.
16. **Workers Compensation Coverage.** The parties agree that pursuant to A.R.S. § 23-1022(D), employees of each party who work under the jurisdiction or control of or within the jurisdictional boundaries of the other party pursuant to this intergovernmental agreement are deemed to be employees of both parties, for the purposes of A.R.S. § 23-1022. The primary employer of each employee performing services under this intergovernmental agreement shall be solely liable for the payment of workers' compensation benefits. Further, pursuant to A.R.S. § 23-1022(E), each party agrees to post a notice pursuant to the provisions of § 23-906, in substantially the following form:

“All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.”

17. **Immigration Law Compliance Warranty:** As required by A.R.S. § 41-4401, each Party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each Party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either Party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A Party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each



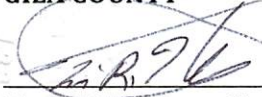
Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this Agreement to ensure that the other Party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

**18. Finances and Budgetary Matters:** Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this Intergovernmental Agreement, and the financing for it, shall be approved annually by each Party through its' board or council; financing may include commitment of general funds, grant funds, or other available financing.

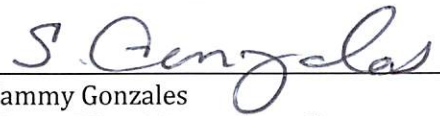
**19. Entire Agreement:** This document constitutes the entire Agreement between the Parties and shall not be modified, amended, altered, or changed, except through written amendment signed by the Parties.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this Amendment to Intergovernmental Agreement No. 092419, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the Parties hereinafter named this 19th day of October, 2021.


**GILA COUNTY**

  
\_\_\_\_\_  
Tim R. Humphrey, Chairman  
Gila County Board of Supervisors

**TOWN OF MIAMI**

  
\_\_\_\_\_  
Sammy Gonzales  
Mayor, Miami Town Council

**ATTEST**

  
\_\_\_\_\_  
Marian Sheppard, Clerk of the Board  
Gila County Board of Supervisors

**ATTEST**

  
\_\_\_\_\_  
Karen Norris, Town Clerk

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
The Gila County Attorney' Office

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Town Attorney

**AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT NO. 092419**  
**BETWEEN**  
**GILA COUNTY AND TOWN OF MIAMI**  
**FUEL PURCHASES**

**RECITALS**

**WHEREAS**, the Parties have entered into Intergovernmental Agreement No. 092419 dated November 19, 2019 (the "Agreement"), whereby Town of Miami wishes to purchase fuel for their Transit system and vehicles and equipment within the Towns' Police and Public Works Department cooperative action; and

**WHEREAS**, Intergovernmental Agreement No. 092419 expires on November 18, 2020, the parties choose to exercise the option to renew for one additional year period, pursuant to General Terms, Item 1 – Term of Agreement; Renewals.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the Parties hereby agree as follows:

**AGREEMENTS**

1. **Term of Agreement; Renewals.** The initial term of this Agreement shall be effective when fully executed, by and under the authority of the governing body of each Party's jurisdiction, the initial term shall be for one year from the effective date. Thereafter it may be renewed annually for up to three (3) renewal terms by mutual agreement of the Parties.
2. **Scope.** The Town will purchase fuel for its Police, Transit and Public Works departments, for which it will reimburse the County monthly, at cost, for the fuel consumed by the Town's vehicles.
3. **Payment.** The Town will pay the County for the fuel that is consumed at the cost the County incurs for the fuel. The County will invoice the previous month's fuel used by the Town, on or about the beginning of each month. Payment will be made by the Town on or about the 15<sup>th</sup> day of each month.
4. **Independent Contractors.** The status of the Parties shall be that of independent contractors and nothing in this Agreement shall be construed as creating a joint venture.
5. **Indemnification.** To the extent permitted by law, the Town shall indemnify, defend and hold harmless the County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault, or negligence by the Town, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.

To the extent permitted by law, the County shall indemnify, defend and hold harmless, Town, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault, or negligence by the County, its agents, employees or anyone under its direction or control or on its behalf in connections with performance of this Agreement. The terms of this section shall survive termination of this Agreement.







Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement, and any disputes hereunder.

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18. **Finances and Budgetary Matters:** Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this Intergovernmental Agreement, and the financing for it, shall be approved annually by each Party through its' board or council; financing may include commitment of general funds, grant funds, or other available financing.

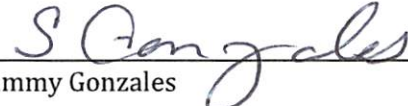
19. **Entire Agreement:** This document constitutes the entire Agreement between the Parties and shall not be modified, amended, altered, or changed, except through written amendment signed by the Parties.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this Amendment to Intergovernmental Agreement No. 092419, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the Parties hereinafter named this 19<sup>th</sup> day of January, 2021.


**GILA COUNTY**

  
\_\_\_\_\_  
Chairman  
Gila County Board of Supervisors

**TOWN OF MIAMI**

  
\_\_\_\_\_  
Sammy Gonzales  
Mayor

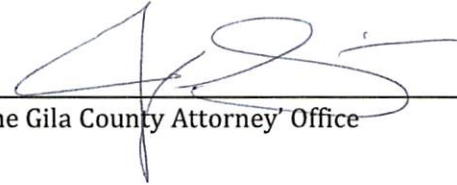
**ATTEST**

  
\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk  
Gila County Board of Supervisors

**ATTEST**

  
\_\_\_\_\_  
Karen Norris, Town Clerk

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
The Gila County Attorney's Office

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Town Attorney

**INTERGOVERNMENTAL AGREEMENT NO. 092419**  
**BETWEEN**  
**GILA COUNTY**  
**AND**  
**TOWN OF MIAMI**  
**FUEL PURCHASES**

**THIS AGREEMENT** is made and entered into effective this 19<sup>th</sup> day of November, 2019, by and between Gila County, a political subdivision of the State of Arizona, hereinafter referred to as "County" and the Town of Miami, hereinafter referred to as the "Town". (Gila County and the Town shall be collectively referred to hereafter as "the Parties" and individually as a "Party").

**RECITALS**

**WHEREAS**, the Parties pursuant to A.R.S. §11-952 (a) as public agencies or public procurement units of the State of Arizona, if authorized by their respective governing bodies, may enter into agreements with one another for services or joint or cooperative action;

**WHEREAS**, the Town operates the Cobre Valley Community Transit that serves Globe, Miami and the unincorporated area of Gila County between Globe/Miami;

**WHEREAS**, the Town is currently not complying with ADOT's federal procurement bidding process for the purchase of fuel, gasoline and diesel for the Transit system and vehicles and equipment within the Town's Police and Public Works Departments; and

**WHEREAS**, pursuant to the terms of this Agreement, the Town wishes to purchase fuel for their Transit, Police and Public Works departments from the County facility to comply with ADOT's federal procurement guidelines.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the Parties hereby agree as follows:

**AGREEMENTS**

1. **Term of Agreement; Renewals.** The initial term of this Agreement shall be effective when fully executed, by and under the authority of the governing body of each Party's jurisdiction, the initial term shall be for one year from the effective date. Thereafter it may be renewed annually for up to three (3) renewal terms by mutual agreement of the Parties.
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4. **Independent Contractors.** The status of the Parties shall be that of independent contractors and nothing in this Agreement shall be construed as creating a joint venture.



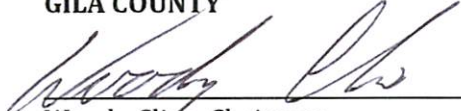


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**IN WITNESS WHEREOF**, three (3) identical counterparts of this Intergovernmental Agreement No. 092419, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the Parties hereinafter named, on the date and year first above written.

**GILA COUNTY**

  
\_\_\_\_\_  
Woody Cline, Chairman  
Gila County Board of Supervisors

**TOWN OF MIAMI**

  
\_\_\_\_\_  
Sammy Gonzales  
Vice Mayor

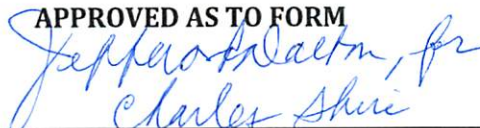
**ATTEST**

  
\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk  
Gila County Board of Supervisors

**ATTEST**

  
\_\_\_\_\_  
Karen Norris, Town Clerk

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
The Gila County Attorney' Office

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Town Attorney

**ARF-7614**

**Consent Agenda Item 3. B.**

**Regular BOS Meeting**

Meeting Date: 10/18/2022

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2023

Budgeted?: Yes

Contract Dates 05-17-22 to 10-31-22 Grant?: Yes

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

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Information

Request/Subject

Approve Amendment No. 2 to Contract No. 012422 of a name change from McSpadden Ford to Courtesy Ford of Globe and to extend the contract to June 30, 2023

Background Information

The McSpadden Ford contract was accepted by the Board on May 17, 2022. Manufacturers notified McSpadden Ford that the delivery will be delayed due to part shortages. The estimated date was not given. Advertising was on May 24, 2022, and May 31, 2022, in the Arizona Silver Belt.

On June 21, 2022, the Board of Supervisors approved Amendment No. 1 to extend the term of the contract to October 31, 2022.

Due to the backlog of manufacturers for parts, the contract should be extended to June 30, 2023.

In August of 2022 the vendor, McSpadden Ford was purchased by Courtesy Ford of Globe. General Services asks the Board of Supervisors to approve this name change as well as extend the contract.

Evaluation



Amendment No. 2 to Contract No. 012422 extends the term of the contract to June 30, 2023; and amends all references to McSpadden Ford, to Courtesy Ford of Globe.

Vehicles are needed for the Sheriff's Office Justice Enhancement Detention use. New vehicles will replace vehicles: A-026 & A-077; which are costly in repairs and fuel, and are at or above 200,000 miles, and/or exceeding two or more requirements for replacement. Replacement vehicles will be disposed of at auction.

### Conclusion

Public Works General Services wishes to execute Amendment No. 2 to Contract No. 012422 to extend the term of the contract to June 30, 2023; and amend all references to McSpadden Ford, to Courtesy Ford of Globe.

Vehicle purchase will be used by Sheriff's Office Justice Enhancement Detention to replace old vehicles that have met the requirements of the County and have exceeded recommended replacement intervals.

### Recommendation

The Public Works Department Director recommends that the Board of Supervisors approval of Amendment No. 2 to Contract No. 012422 to change the name of the vendor from McSpadden Ford to Courtesy Ford of Globe and extend the contract to June 30, 2023.

### Suggested Motion

Approval of Amendment No. 2 to Contract No. 012422 of a name change from McSpadden Ford to Courtesy Ford of Globe and to extend the contract to June 30, 2023, in the amount of \$70,090.90.

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### Attachments

Amendment No. 2

Amendment No. 1

Contract No. 012422 with McSpadden Ford

---



**AMENDMENT NO. 2 to Contract No. 012422**

*The following amendments are hereby incorporated into the agreement for the below project*

---

**TWO (2) NEW FORD ESCAPE AWD 2.0L ECOBOOST  
MCSPADDEN FORD (now COURTESY FORD)**

**Effective** February 8, 2022, Gila County and McSpadden Ford, Inc. entered into a contract whereby McSpadden Ford, Inc. agreed to provide Two (2) New 2022 Ford Escape AWD 2.0L EcoBoost

**Amendment No. 1 to Contract No. 012422** served to extend the term of the contract to October 31, 2022, for a contract amount not to exceed Seventy Thousand Ninety dollars and 90/100's (\$70,090.90).

Effective May 17, 2022, Courtesy Ford of Globe acquired McSpadden Ford. Courtesy Ford of Globe will complete contract for the two new Ford Escapes.

**Amendment No. 2 to Contract No. 012422** will serve to amend all references to McSpadden Ford, to Courtesy Ford of Globe. Further, the contract term will expire October 31, 2022. Fleet Management would like to extend the term of the contract to June 30, 2023, due to the needed time to receive the vehicles.

**Further, Amendment No. 2** will serve to add the language **Certification of No Forced Labor:** The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the February 8, 2022, to June 30, 2023, contract term.


**IN WITNESS WHEREOF**, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**AMENDMENT NO. 2 to CONTRACT No. 012422**

**GILA COUNTY BOARD OF SUPERVISORS:**

\_\_\_\_\_  
**Woody Cline Chairman, Board of Supervisors**

**CONTRACTOR:**

  
\_\_\_\_\_  
**Authorized Signature**

**ATTEST:**

Dale Hicks  
\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**James Menlove, Clerk of the Board of Supervisors**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**The Gila County Attorney's Office**



**AMENDMENT NO. 1**

*The following amendments are hereby incorporated into the agreement for the below project*

---

**CONTRACT NO. 012422**

**TWO (2) NEW FORD ESCAPE AWD 2.0L ECOBOOST**

**Effective** February 8, 2022, Gila County and McSpadden Ford, Inc. entered into a contract whereby McSpadden Ford, Inc. agreed to provide Two (2) New 2022 Ford Escape AWD 2.0L EcoBoost

The contract term expires on June 30, 2022. Fleet Management would like to extend the term of the contract to October 31, 2022, due to the needed time to receive the vehicles.

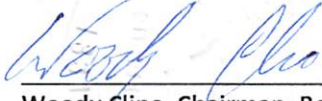
**Amendment No. 1 to Contract No. 012422** will serve to extend the term of the contract to October 31, 2022, for a contract amount not to exceed Seventy Thousand Ninety dollars and 90/100's (\$70,).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the February 8, 2022, to October 31, 2022, contract term.

**IN WITNESS WHEREOF**, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 21<sup>st</sup> day of June, 2022.

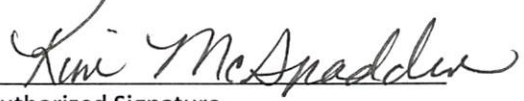
AMENDMENT NO. 1 to CONTRACT No. 090121-1

GILA COUNTY BOARD OF SUPERVISORS:



Woody Cline, Chairman, Board of Supervisors

CONTRACTOR:

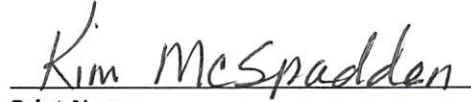


Authorized Signature

ATTEST:



James Menlove, Clerk of the Board of Supervisors



Print Name

APPROVED AS TO FORM:



The Gila County Attorney's Office

**GILA COUNTY**  
**NOTICE OF INVITATION FOR BID**

**BID NO. 012422**

**Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST**



**\*BOARD OF SUPERVISORS\***

**Tim R. Humphrey, Chairman**  
**Steve Christensen, Vice Chairman**  
**Woody Cline, Member**

**\*COUNTY MANAGER\***

**James Menlove**



GILA COUNTY  
PROCUREMENT GROUP  
NOTICE OF INVITATION FOR BID

1400 E. Ash Street  
Globe, Arizona  
85501

SOLICITATION NUMBER  
012422

BID DUE DATE: Wednesday, March 9, 2022

TIME: 11:00 AM

DESCRIPTION: Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST

Bid Opening Location: GILA COUNTY FINANCE DEPARTMENT  
ATTN: BETTY HURST  
COPPER BUILDING  
1350 EAST MONROE GLOBE, ARIZONA 85501

Bid Submittal Location: GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501

Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents, contact the Procurement Group at (928) 402-4355 or click on the following link to the County website. [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php)

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Group Statement of Procedures. A copy of the Gila County Procurement Group Statement of Procedures is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

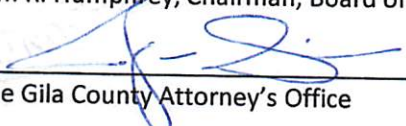
Arizona Silver Belt advertisement dates: February 16, 2022, and February 23, 2022.

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Designated Department: Gila County Fleet Management  
Type of contract: Term  
Term of Contract: Twelve Months  
Phone Number: (928) 951-3705

Signed:   
Tim R. Humphrey, Chairman, Board of Supervisors

Date: 2/8/2022

Signed:   
The Gila County Attorney's Office

Date: 2/8/2022



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**BID NO. 012422**  
**Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST**

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**GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST for Fleet Management in Gila County.

The County may choose to award this contract, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 12-13, and Page 15 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

**BID NO. 012422**  
**Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST**

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**INSTRUCTIONS TO VENDORS**

**IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".**

**EXHIBIT "A" INSTRUCTIONS TO VENDORS**

**Preparation of Sealed Bid**

- A. Sealed Bids will be received by the Gila County Finance Department, from vendors, to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bids only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its bid, each vendor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete all forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of bid and made a part of this contract. The County will use the Bid, and Qualification and Certification Form, in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature and Offer Page at time and place of opening may be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Bid must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Invitation for Bids shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

**Amendments**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 20.

**BID NO. 012422**  
**Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST**

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*Instructions to Vendors continued...*

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

**Inquiries**

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

***Submittal Bid Format:***

It is requested that **One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid.** The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copyright infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

**BID NO. 012422**  
**Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST**

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*Instructions to Vendors continued...*

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

**All bids shall be submitted in a sealed envelope:**

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST", "Bid No. 012422", "March 9, 2022" and "11:00 AM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice;**
- **No bids will be accepted after 11:00 A.M. AZ Time, Wednesday, March 9, 2022. Bids will be opened at 11:00 A.M., Wednesday, March 9, 2022.**

**BID NO. 012422**  
**Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST**

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**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
  - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
    1. Waive any immaterial defects or informalities; or
    2. Reject any or all Bids; or portions thereof; or
    3. Reissue a Request for Bid.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Vendor(s) shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

**Protests**

Only other Vendors who have submitted a bid under this IFB have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

**BID NO. 012422**  
**Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST**

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*General Terms & Conditions continued...*

**Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

**EXHIBIT "B" CONTRACT AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 21, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 012422 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

**Overcharges by Antitrust Violations**

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

**Authority to Contract**

This contract shall be based upon the Invitation for Bids No. 012422, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

**Contract Amendments**

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Vendor.



**BID NO. 012422**  
**Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST**

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*Exhibit "B" Contract Award Agreement continued...*

**Contract Default**

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
  - 1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
  - 2. If the Vendor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Vendor shall be liable to the County for any excess costs for such similar supplies or services.

**Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

**Costs and Payments**

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

**Co-op Use of Contract – Intergovernmental Purchasing**

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The vendor(s) to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the vendor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Vendor.

**Cancellation of County Contracts**

This contract is subject to the cancellation provisions of A.R.S. §38-511.

**Termination of Contract**

The County, with or without cause, may terminate this contract at any time, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

**BID NO. 012422**  
**Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST**

---

*Exhibit "B" Contract Award Agreement continued...*

The County reserves the right to cancel the whole or any part of this contract due to failure of the Vendor(s) to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**General**

After receipt of all bids, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned bids, unacknowledged Addenda, incomplete bids, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

*Exhibit "B" Contract Award Agreement continued...*

**Indemnification Clause**

Vendor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Vendor or any of its owners, officers, directors, agents, employees or Subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Vendor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Vendor from and against any and all claims. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs.

**BID NO. 012422**  
**Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST**

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**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 012422**

**Purpose:** It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST. This Invitation for Bid No. 012422 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

**SECTION 1.0**

**General:**

- 1.1 All product specifications are minimum. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 30, 2022. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect through June 30, 2022, unless terminated, cancelled or extended as otherwise provided herein.

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 ORDERING: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 PRODUCT DELIVERY Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

*Exhibit "C" Minimum Specifications continued...*

- 3.3 **DELIVERY TIME:** Vehicles must be delivered no later than June 30, 2022. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
  
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST

PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 012422 Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST

The applicant submitting this Bid warrants the following:

1. Name, Address, and Telephone Number of Principal Vendor:  
kimberly McSpadden owner  
McSpadden Ford 1601 N Broads +  
Globe, AZ 85501 928 425 4491
2. Has Vendor (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes  No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? \_\_\_\_\_ Yes  No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
  - a. A Cost Bid shall be submitted on the Price Sheet, attached hereon, and made a full part of this contract by this reference.
  - b. Gila County reserves the right to request additional information.

Kimberly McSpadden  
Signature of Authorized Person to Sign

Kimberly McSpadden  
Printed Name

Owner  
Title





CNGP530

VEHICLE ORDER CONFIRMATION

02/25/22 12:53:55

==>

Dealer: F71480

Page: 1 of 1

2022 ESCAPE

Order No: G003 Priority: G4 Ord FIN: QA521 Order Type: 5B Price Level: 230

Ord Code: 302A Cust/Flt Name: GILA COUNTY PO Number:

RETAIL DLR INV

RETAIL DLR INV

U9H	SEL AWD	\$34090	\$32726.00	TOTAL BASE AND OPTIONS	\$35445	\$33151.80
	.106.7" WB			2.0L ECOBOOST NATL DIS (400)	(376.00)	
YZ	OXFORD WHITE			TOTAL	35045	32775.80
6	ACTIVEX-TRIMMED			*THIS IS NOT AN INVOICE*		
H	EBONY					

302A	EQUIP GRP					
999	.2.0L ECO ENGINE	NC		NC		
448	.8-SPD AUTOTRANS	NC		NC		
	225/60R18 TIRES					
51U	MINI SP TR/WHL	110		103.00		
	18" ALUM WHEEL					
153	FRT LICENSE BKT	NC		NC		
	SP FLT ACCT CR			(929.00)		
	FUEL CHARGE			6.80		
	DEST AND DELIV	1245		1245.00		

F1=Help F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC20389

BID NO. 012422  
Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST

AFFIDAVIT BY VENDOR  
CERTIFYING THAT THERE WAS NO COLLUSION  
IN BIDDING FOR CONTRACT

STATE OF ARIZONA )  
 )ss  
COUNTY OF: )

Kimberly McSpadden

(Name of Individual) being first duly sworn, deposes and says:

That he is  
Owner

(Title)

of McSpadden Ford

(Name of Business) and

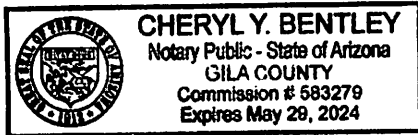
That he is bidding on Gila County Bid No. 012422 - Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST and,

That neither he nor anyone associated with the said \_\_\_\_\_

McSpadden Ford

(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above-mentioned project.



McSpadden Ford

Name of Business

Kimberly McSpadden

By

Owner

Title

Subscribed and sworn to before me this 7<sup>th</sup> day of March, 2022.

Cheryl Y. Bentley  
Notary Public

My Commission expires:

May 28, 2024

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal 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 or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Kimberly McSpadden Owner  
Typed Name and Title of Authorized Representative

Kimberly McSpadden  
Signature of Authorized Representative

.....I am unable to certify the above statements. My explanation is attached

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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

County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.


Any breach of Vendor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, and Gila County elects to continue the contract with the Vendor, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subcontractor, as soon as possible so as not to delay project completion.


Vendor shall advise each Subcontractor of County's rights, and the Subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

  
\_\_\_\_\_  
Signature of Authorized Representative

  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Title

**ISRAEL BOYCOTT CERTIFICATION**

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: 3/7/2022

Kimberly McSpadden  
Signature of Authorized Representative

Kimberly McSpadden  
Printed Name

Owner  
Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be “non-responsive” and rejected.

**CHECKLIST:**

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED AND EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	✓
CERTIFICATION REGARDING DEBARMENT	✓
PRICE SHEETS	✓
NO COLLUSION AFFADAVIT	✓
LEGAL ARIZONA WORKS ACT COMPLIANCE	✓
BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT	✓
OFFER PAGE	✓

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this 7 day of March, 2022

McSpadden Ford, Inc.  
 VENDOR:  
Kimberly McSpadden  
 BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 012422 Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before March 9, 2022, 11:00 A.M.

**BID NO. 012422**  
**Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST**

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**OFFER PAGE**

**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Invitation for bids.

Signature also certifies the Vendors bid is genuine, and is not in any way collusive or a sham; that the bid is not made with the intent to restrict or prohibit competition; that the Vendor submitting the bid has not revealed the contents of the bid to, or in any way colluded with, any other Vendor which may compete for the contract; and that no other Vendor which may compete for the contract has revealed the contents of a bid to, or in any way colluded with, the Vendor submitting this bid.

**CONTRACT NUMBER: 012422 Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST**

**Firm Submitting Bid:**

McSpadden Ford  
Company Name

1601 N Broad St  
Address

Globe      AZ      85501  
City                      State                      Zip

**For clarification of this offer, contact:**

Name: Kimberly McSpadden

Phone No.: 928 425 4491

Fax 928 425 7202

Email: kmcspadden@mcspaddenford.com

Kimberly McSpadden  
Signature of Authorized Person to Sign

Kimberly McSpadden  
Printed Name

Owner  
Title

Bid must be signed by a duly authorized officer(s) eligible to sign contract documents for the Firm.



BID NO. 012422  
Two (2) New 2022 Ford Escape AWD 2.0L: ECOBOOST

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**ACCEPTANCE OF OFFER**  
(For Gila County use only)

**The Offer is hereby Accepted:**

The Vendor McSpadden Ford is now bound to provide the materials or services listed in Invitation for Bid No.: 012422 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as Contract No. 012422. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this 17<sup>th</sup> day of May, 2022

GILA COUNTY BOARD OF SUPERVISORS:

  
Chairman, Board of Supervisors

ATTEST:

  
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

  
The Gila County Attorney's Office

**ARF-7553**

**Consent Agenda Item 3. C.**

**Regular BOS Meeting**

**Meeting Date:** 10/18/2022

**Reporting Period:** Human Resources Department Monthly Reports for September 2022.

**Submitted For:** Erica Raymond, Human Resources Assistant Sr.

**Submitted By:** Erica Raymond, Human Resources Assistant Sr.

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**Information**

**Subject**

Human Resources Department Monthly Reports for September 2022

**Suggested Motion**

Approval of the monthly activity reports submitted by the Human Resources Department for September 2022.

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**Attachments**

HR Summary Report

09/06/22 Human Resources Report

09/13/22 Human Resources Report

09/20/22 Human Resources Report

09/27/22 Human Resources Report

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Summary

**Human Resources Action Items**

Year To

Date Jan-22 Feb-22 Mar-22 Apr-22 May-22 Jun-22 Jul-22 Aug-22 Sep-22 Oct-22 Nov-22 Dec-22

<b>DEPARTURES</b>	<b>99</b>	<b>6</b>	<b>8</b>	<b>10</b>	<b>16</b>	<b>12</b>	<b>10</b>	<b>18</b>	<b>12</b>	<b>7</b>			
<b>NEW HIRES REGULAR STATUS</b>	<b>84</b>	<b>9</b>	<b>4</b>	<b>10</b>	<b>17</b>	<b>8</b>	<b>9</b>	<b>9</b>	<b>15</b>	<b>3</b>			
<b>NEW HIRES TEMPORARY STATUS</b>	<b>25</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>13</b>	<b>1</b>	<b>1</b>	<b>3</b>			
<b>VOLUNTEERS</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>			
<b>END OF PROBATIONARY PERIOD</b>	<b>57</b>	<b>8</b>	<b>13</b>	<b>7</b>	<b>3</b>	<b>5</b>	<b>3</b>	<b>8</b>	<b>1</b>	<b>9</b>			
<b>DEPARTMENTAL TRANSFERS</b>	<b>35</b>	<b>3</b>	<b>5</b>	<b>1</b>	<b>3</b>	<b>3</b>	<b>8</b>	<b>2</b>	<b>4</b>	<b>6</b>			
<b>OTHER ACTIONS</b>	<b>225</b>	<b>33</b>	<b>22</b>	<b>23</b>	<b>46</b>	<b>18</b>	<b>10</b>	<b>44</b>	<b>18</b>	<b>11</b>			
<b>REQUEST TO POST</b>	<b>58</b>	<b>7</b>	<b>5</b>	<b>7</b>	<b>7</b>	<b>9</b>	<b>7</b>	<b>3</b>	<b>6</b>	<b>7</b>			
<b>Total Transactions</b>	<b>585</b>	<b>68</b>	<b>58</b>	<b>59</b>	<b>94</b>	<b>57</b>	<b>60</b>	<b>85</b>	<b>57</b>	<b>47</b>	<b>0</b>	<b>0</b>	<b>0</b>

**HUMAN RESOURCES ACTION ITEMS**  
**SEPTEMBER 6, 2022**

**DEPARTURES:**

1. Tayha Tarron – Elections – Summer Youth Participant – 07/15/22 – General Fund – DOH 06/06/22
2. Maressa Perez – Elections – Summer Youth Participant – 07/15/22 – General Fund – DOH 06/06/22
3. Johnathan Demers – Community Services – Summer Youth Participant – 07/15/22 – SNAP Fund – DOH 06/06/22

**VOLUNTEERS:**

4. Zachary Massey – Probation – AmeriCorps Volunteer – 09/12/22 – AmeriCorps Fund

**END PROBATIONARY PERIOD:**

5. Elizabeth Lopez – Assessor’s Office – Field Data Technician – 07/31/22 – General Fund
6. Taylor Holland – Recorder’s Office – Recorder’s Clerk Senior – 09/20/22 – General Fund
7. Bonnie Wolff – Recorder’s Office – Recorder’s Clerk Senior – 09/20/22 – General Fund

**DEPARTMENTAL TRANSFERS:**

8. Michael O’Driscoll – From Health and Emergency Services – To Board of Supervisors – From Director Health and Emergency Services – To Assistant County Manager – 08/29/22 – From Health Service Fund – To General Fund – Replacing Homero Vela
9. Lowell Brown – Sheriff’s Office – From Detention Officer Sgt. – To Detention Officer – 08/29/22 – General Fund – Replacing Kathy Massey
10. Christopher McGroarty – Sheriff’s Office – From Professional Standards Investigator – To Deputy Sheriff Detective – 08/29/22 – General Fund – Replacing Thoreina Hensley
11. Haleigh Osborn – Sheriff’s Office – From 911 Dispatcher – To 911 Dispatcher Supervisor – 08/29/22 – General Fund – Replacing Cameron Cates

**OTHER ACTIONS:**

12. David Wolak – Superior Court – Judge Pro Tempore – 08/15/22 – General Fund – Addition of reimbursement fund code
13. Kayle Lathrop – Health and Emergency Services – Public Health Equity Prevention Manager – 09/12/22 – Various Funds – Change in fund codes
14. Therese Canchola – Health and Emergency Services – Accounting Analyst – 09/12/22 – Various Funds – Change in fund codes
15. Shaunae Casillas – Health and Emergency Services – Health Prevention Coordinator – 09/12/22 – From Various Funds – To Teen Pregnancy Prevention Services(.90)/Youth Council(.10) Funds – Change in fund code

**REQUEST TO POST:**

16. Health and Emergency Services – Director Health and Emergency Services – Vacated by Michael O’Driscoll

**HUMAN RESOURCES ACTION ITEMS**  
**SEPTEMBER 13, 2022**

**DEPARTURES:**

1. Christopher Starling – Computer Services – Summer Youth Participant – 07/29/22 – General Fund – DOH 06/06/22

**NEW HIRES:**

2. Teddi Lopez – Sheriff’s Office – 911 Dispatcher – 09/12/22 – General Fund – Replacing Deanna Termain
3. Gina Garrett – Sheriff’s Office – Nurse – 09/14/22 – General Fund – Replacing Tracy Bunker

**TEMPORARY HIRES TO COUNTY SERVICES:**

4. Homero Vela – Board of Supervisors – Admin Consultant – 09/08/22 – General Fund
5. Michael Hayes – Sheriff’s Office – Jail Physician – 09/08/22 – General Fund

**END PROBATIONARY PERIOD:**

6. James Sullivan – Assessor’s Office – Field Data Technician – 09/14/22 – General Fund
7. Joseph Gonzales – Facilities and Land Management – Building Maintenance Technician Senior – 10/04/22 – Facilities Management Fund

**HUMAN RESOURCES ACTION ITEMS  
SEPTEMBER 20, 2022**

**DEPARTURES:**

1. Holly James – Public Works – PT Scalehouse Attendant – 09/10/22 – Recycling and Landfill Management Fund – DOH 08/29/22

**END PROBATIONARY PERIOD:**

2. Sonia Boyd – Public Fiduciary – Public Fiduciary Services Specialist – 09/28/22 – General Fund

**DEPARTMENTAL TRANSFERS:**

3. Taylor Perez – Health and Emergency Management – From Community Health Specialist – To Environmental Health Specialist (In-Training) – 09/26/22 – From Public Health Emergency Preparedness Fund – To General Fund – FY23 position

**OTHER ACTIONS:**

4. Nicole Archibald – Health and Emergency Management – Client Outreach Specialist – 09/26/22 – From Teen Pregnancy Prevention Services Fund – To General Fund – Change in fund code

**REQUEST TO POST:**

5. Health and Emergency Management – Community Health Specialist – Vacated by Mikayla Sheer
6. Sheriff's Office – PT Records Clerk – Vacated by Noemia Binney

**HUMAN RESOURCES ACTION ITEMS**  
**SEPTEMBER 27, 2022**

**DEPARTURES:**

1. Marcos Diaz – Probation – Deputy Probation Officer II – 09/30/22 – State Aid Enhancement Fund – DOH 01/05/15
2. Edward Reyes – Probation – Deputy Probation Officer IV – 09/30/22 – General Fund – DOH 08/21/06

**NEW HIRES:**

3. Marylou Natividad – Legal Services – Indigent Legal Services Counsel – 10/03/22 – General Fund – FY23 position

**TEMPORARY HIRES TO COUNTY SERVICES:**

4. Aaron Myers – Computer Services – Temporary Worker – 09/26/22 – General Fund

**END PROBATIONARY PERIOD:**

5. Jonathan Sukosky – Health and Emergency Services – Animal Control Officer – 09/28/22 – Rabies Control Fund
6. Christopher Willig – Community Development – Zoning and Building Inspector – 07/18/22 – General Fund
7. Jerry Moore – Community Development – Building Safety Specialist – 08/28/22 – General Fund

**DEPARTMENTAL TRANSFERS:**

8. Samantha Trimble – From Recorder’s Office – To Board of Supervisor – From Voter Outreach Assistant – To Deputy Clerk of the Board – 10/10/22 – General Fund – Replacing Melissa Henderson

**OTHER ACTIONS:**

9. Shaunae Casillas – Health and Emergency Services – Health Prevention Coordinator – 10/03/22 – From Teen Pregnancy Prevention Services(.90)/Youth Council(.10) Funds – To Tobacco Free Environment(.90)Youth Council(.40) Funds – Change in fund code
10. Danielle Dewees – Health and Emergency Services – Community Health Policy Analyst – 10/03/22 – From Tobacco Free Environment Fund – To Teen Pregnancy Prevention Services Fund – Change in fund code
11. Nancy Rutherford – Health and Emergency Services – Health Programs Manager – 10/03/22 – From Supplemental Nutrition Assistance Program Education Fund – To Tobacco Free Environment(.10)/ Supplemental Nutrition Assistance Program Education(.90) Funds – Change in fund code
12. Debra Blevins – Health and Emergency Services – Health Administrative Manager – 10/10/22 – Health Service(.50)/ELC Plus(.50) Funds – Reclassification
13. Brigham Flake – Sheriff’s Office – Deputy Sheriff – 09/05/22 – General Fund – Change in overtime fund
14. Homero Vela – General Administration – Temporary Administration Consultant – 09/08/22 – General Fund – Salary correction

**HUMAN RESOURCES ACTION ITEMS**

**SEPTEMBER 27, 2022**

**PAGE 2 OF 2**

**REQUEST TO POST:**

15. Community Development – Zoning and Building Inspector – Vacated by Anthony Manfredi
16. Community Services – Temporary Accounting Clerk Senior
17. Computer Services – Network Engineer – Vacated by Gabriel Scales
18. Computer Services – IT Security Specialist – FY23 position



**ARF-7616**

**Consent Agenda Item 3. D.**

**Regular BOS Meeting**

**Meeting Date:** 10/18/2022

**Reporting Period:** September 1, 2022- September 30, 2022

**Submitted For:** Amber Warden, Accounting Manager

**Submitted By:** Amber Warden, Accounting Manager

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**Information**

**Subject**

Finance reports/demands/transfers for the reporting period of September 1, 2022, to September 30, 2022.

**Suggested Motion**

Approval of finance reports/demands/transfers for the reporting period of September 1, 2022, to September 30, 2022.

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**Attachments**

Finance Report 09-01-22 to 09-30-22

Finance Report 09-01-22 to 09-30-22 Voids

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# Payment Register

From Payment Date: 9/1/2022 - To Payment Date: 9/30/2022

Number	Date	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable			
<u>Check</u>			
317851	09/02/2022	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$3,390.96
317852	09/02/2022	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	\$251,049.29
317853	09/02/2022	ARIZONA STATE RETIREMENT SYSTEM	\$192,883.66
317854	09/02/2022	AZCOPS	\$13.50
317855	09/02/2022	CHILD SUPPORT SERVICES MONTANA	\$252.11
317856	09/02/2022	COLONIAL SUPPLEMENTAL INSURANCE	\$4,193.10
317857	09/02/2022	CORP - AOC	\$22,211.72
317858	09/02/2022	CORP - DISPATCHER	\$469.81
317859	09/02/2022	CORRECTIONS OFFICER RETIREMENT PLAN	\$7,473.04
317860	09/02/2022	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT	\$40.90
317861	09/02/2022	ELECTED OFFICIALS RETIREMENT PLAN	\$15,085.98
317862	09/02/2022	EORP LEGACY	\$14,178.83
317863	09/02/2022	FABER AND BRAND LLC	\$65.37
317864	09/02/2022	FIDUCIARY TRUST COMPANY OF NEW HAMPSHIRE	\$437.50
317865	09/02/2022	FRATERNAL ORDER OF POLICE	\$144.32
317866	09/02/2022	GILSBAR FSA	\$1,708.35
317867	09/02/2022	GILSBAR HSA	\$3,230.39
317868	09/02/2022	JP MORGAN CHASE DOR	\$30,326.15
317869	09/02/2022	JP MORGAN CHASE FEDERAL TAX	\$82,624.28
317870	09/02/2022	JP MORGAN CHASE FICA EE	\$67,209.18
317871	09/02/2022	JP MORGAN CHASE FICA ER	\$67,209.18
317872	09/02/2022	JP MORGAN CHASE MEDICARE EE	\$15,869.97
317873	09/02/2022	JP MORGAN CHASE MEDICARE ER	\$15,869.97
317874	09/02/2022	METLIFE	\$400.00
317875	09/02/2022	MODERN WOODMEN OF AMERICA	\$7.17
317876	09/02/2022	NATIONWIDE RETIREMENT SOLUTIONS	\$4,268.16
317877	09/02/2022	NATIONWIDE RETIREMENT SOLUTIONS	\$3,990.00

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317878	09/02/2022	NATIONWIDE TRUST Co FBO NRS	\$7,586.47
317879	09/02/2022	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$595.00
317880	09/02/2022	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$18,308.96
317881	09/02/2022	SECURITY BENEFIT GROUP	\$2,368.33
317882	09/02/2022	SUPPORT PAYMENT CLEARINGHOUSE	\$2,357.52
317883	09/02/2022	THUNDERBIRD COLLECTION SPEC INC	\$690.43
317884	09/02/2022	WI SCTF	\$265.97
317885	09/01/2022	Advance Forensic Assessments, Inc	\$275.00
317886	09/01/2022	Alvarez, Alfonzo	\$93.01
317887	09/01/2022	Arizona Supreme Court	\$4,038.40
317888	09/01/2022	Arizona Supreme Court	\$10,230.60
317889	09/01/2022	Atomic Pest Control LLC	\$1,200.00
317890	09/01/2022	Bench, Rikki	\$990.00
317891	09/01/2022	Carlson, Christina	\$90.78
317892	09/01/2022	CenturyLink	\$260.34
317893	09/01/2022	Channell, Regina	\$300.00
317894	09/01/2022	City of Globe	\$10,547.38
317895	09/01/2022	Clark Arizona Legal Services PC	\$7,574.90
317896	09/01/2022	COLLINS, SHARON	\$83.13
317897	09/01/2022	Coremr, LC	\$250.00
317898	09/01/2022	Data Storage Centers, Inc.	\$391.75
317899	09/01/2022	Dell Marketing LP	\$5,967.28
317900	09/01/2022	DJ's Companies, Inc.	\$994.05
317901	09/01/2022	Election Systems & Software, LLC	\$2,244.43
317902	09/01/2022	Emily Danies Attorney at Law, LLC	\$6,000.00
317903	09/01/2022	FedEx	\$134.99
317904	09/01/2022	Geiser, PLC, Raymond	\$9,000.00
317905	09/01/2022	Gerard , Cristie , A	\$226.95
317906	09/01/2022	GreatAmerica Leasing Corporation	\$268.03
317907	09/01/2022	Interstate Copy Shop	\$63.21
317908	09/01/2022	Iron Mountain	\$703.56
317909	09/01/2022	JaLin Enterprises Inc.	\$890.40
317910	09/01/2022	Jonathan L. Warshaw	\$6,000.00
317911	09/01/2022	JW Fansler Resources LLC	\$770.00

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317912	09/01/2022	Kenz & Leslie of Arizona, Inc.	\$359.08
317913	09/01/2022	Konica Minolta Business Solutions U.S.A. Inc.	\$1,295.21
317914	09/01/2022	KS StateBank	\$169.13
317915	09/01/2022	LBiSat LLC	\$152.00
317916	09/01/2022	McKesson Medical-Surgical Government Solutions LLC	\$184.37
317917	09/01/2022	Nader, Emily	\$214.49
317918	09/01/2022	Old Main Storage	\$435.00
317919	09/01/2022	Payson Senior Center Inc	\$3,044.72
317920	09/01/2022	PITNEY BOWES INC	\$29.60
317921	09/01/2022	Poarch, Tiffany, A	\$131.21
317922	09/01/2022	Quality Pumping	\$241.12
317923	09/01/2022	R&M Repeater	\$1,162.07
317924	09/01/2022	R&S Northeast LLC	\$156.75
317925	09/01/2022	Ripple , Denice	\$1,147.56
317926	09/01/2022	Sanders Family Transport	\$1,700.00
317927	09/01/2022	Sonora Behavioral Health Hospital, LLC	\$6,495.00
317928	09/01/2022	Sparkletts Water	\$24.00
317929	09/01/2022	State of Arizona	\$117,767.00
317930	09/01/2022	The Master's Touch, LLC	\$220.00
317931	09/01/2022	Thermo-Fluids, Inc.	\$83.71
317932	09/01/2022	UniFirst Corporation	\$340.96
317933	09/01/2022	US POSTAL SERVICE POSTAGE BY PHONE	\$3,300.67
317934	09/01/2022	Waters Sparkletts of Payson, LLC	\$60.00
317935	09/01/2022	Zoho Corporation	\$14,172.72
317936	09/06/2022	Arizona Supreme Court	\$312.77
317937	09/06/2022	AT&T Mobility LLC	\$43.53
317938	09/06/2022	Bernays, Michael, B	\$6,000.00
317939	09/06/2022	Cobre Valley Publishing	\$42.19
317940	09/06/2022	Cordant Health Solutions	\$858.60
317941	09/06/2022	CorrectCare Integrated Health Inc	\$372.00
317942	09/06/2022	County of Graham	\$68,175.00
317943	09/06/2022	Cristando House, Inc.	\$268.00
317944	09/06/2022	Debrigida Law Offices PLLC	\$7,000.00
317945	09/06/2022	DJ's Companies, Inc.	\$255.84

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317946	09/06/2022	FX Tactical LLC	\$271.32
317947	09/06/2022	Gila Sweeping LLC	\$475.00
317948	09/06/2022	HealthEquity, Inc	\$205.85
317949	09/06/2022	JCloud Law, P.C.	\$6,000.00
317951	09/06/2022	Maxim Staffing Solutions	\$3,240.00
317952	09/06/2022	McCutcheon, Psy.D., PLLC, Jeni	\$400.00
317953	09/06/2022	Miami Genesis Inc	\$3,500.00
317954	09/06/2022	Northern Gila County Fair	\$15,000.00
317955	09/06/2022	Razor Thin Media, LLC	\$2,000.00
317956	09/06/2022	Shred-It	\$19.30
317957	09/06/2022	Skaggs Public Safety Uniforms & Equipment	\$689.81
317958	09/06/2022	Smith, Stephen, B	\$5,162.84
317959	09/06/2022	Town of Payson	\$301.29
317960	09/06/2022	Western Reprographics, LLC	\$16.49
317961	09/07/2022	The Boat Lift Company	\$550.00
317962	09/07/2022	Alexander Legal LLC	\$5,308.00
317963	09/07/2022	Americana Polygraph & Private Investigation Svcs	\$350.00
317964	09/07/2022	Arizona Department of Administration	\$2,979.97
317965	09/07/2022	Belling , Maryn	\$84.87
317966	09/07/2022	Blueline Services LLC	\$347.00
317967	09/07/2022	Bulman Miles Funeral Services	\$2,080.00
317968	09/07/2022	C&M Communications LLC	\$2,160.00
317969	09/07/2022	CenturyLink	\$108.98
317970	09/07/2022	Cooper Lopez & Associates PLLC	\$2,447.50
317971	09/07/2022	DH Pace Company Inc.	\$3,945.89
317972	09/07/2022	Diana G. Montgomery, PLLC	\$4,600.00
317973	09/07/2022	Dibble	\$6,800.00
317974	09/07/2022	Green Valley Water	\$172.73
317975	09/07/2022	Gregan & Associates	\$6,000.00
317976	09/07/2022	Haverland, Mike , Lance	\$112.50
317977	09/07/2022	JaLin Enterprises Inc.	\$890.40
317978	09/07/2022	JC Wordsmith Translation & Interpretation Inc.	\$1,235.00
317979	09/07/2022	JE Fuller/Hydrology & Geomorphology, Inc	\$60,891.86
317980	09/07/2022	Johnson Controls Security Solutions LLC	\$97.40

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317981	09/07/2022	Konica Minolta Business Solutions U.S.A. Inc.	\$1,017.52
317982	09/07/2022	Language Line Services, Inc.	\$29.25
317983	09/07/2022	Law Office of John S. Perlman, LLC	\$1,435.00
317984	09/07/2022	Messinger Payson Funeral Home	\$435.00
317985	09/07/2022	MHA Foundation	\$40.00
317986	09/07/2022	Motorola Solutions Inc	\$29,094.01
317987	09/07/2022	Pima County Government	\$20.00
317988	09/07/2022	Pine-Strawberry Water Improvement District	\$83.06
317989	09/07/2022	Quadient Leasing USA, Inc.	\$1,688.60
317990	09/07/2022	R&M Repeater	\$1,430.82
317991	09/07/2022	Rim Communications	\$1,500.91
317992	09/07/2022	Salt River Project	\$1,386.11
317993	09/07/2022	Sheppard, Marian, E	\$1,947.00
317994	09/07/2022	Sparklight	\$2,473.49
317995	09/07/2022	State of Arizona	\$80.00
317996	09/07/2022	Suddenlink	\$1,000.00
317997	09/07/2022	Suddenlink	\$114.45
317998	09/07/2022	Thermo-Fluids, Inc.	\$25.00
317999	09/07/2022	Town of Payson	\$897.78
318000	09/07/2022	Triplet Mountain Communications, Inc.	\$6,048.07
318001	09/07/2022	UniFirst Corporation	\$219.19
318002	09/07/2022	Waste Management of Arizona, Inc.	\$480.16
318003	09/07/2022	Westwood Pharmacy	\$648.40
318005	09/09/2022	Advantage Home Performance, Inc	\$13,437.00
318006	09/09/2022	Advantage Home Performance, Inc	\$11,547.00
318007	09/09/2022	Advantage Home Performance, Inc	\$8,446.50
318008	09/09/2022	Arizona Public Service	\$162.00
318009	09/09/2022	BI Inc	\$2,072.81
318010	09/09/2022	C&M Communications LLC	\$771.06
318011	09/09/2022	Canyon Country Design Inc	\$11,647.43
318012	09/09/2022	Carahsoft Technology Corporation	\$624.43
318013	09/09/2022	Center for Disease Detection	\$222.00
318014	09/09/2022	CenturyLink	\$772.95
318015	09/09/2022	Channell, Regina	\$300.00

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318016	09/09/2022	Christina Apartments	\$688.00
318017	09/09/2022	Cobre Valley Publishing	\$624.59
318018	09/09/2022	Cobre Valley Regional Medical Center	\$134.00
318019	09/09/2022	Conditioned Response Training LLC	\$19,000.00
318020	09/09/2022	Cutting Edge Supply	\$5,525.17
318021	09/09/2022	Dease, Iona	\$2,340.00
318022	09/09/2022	Diversified Solutions Inc	\$65.00
318023	09/09/2022	Dixon Rock & Materials LLC	\$6,720.00
318024	09/09/2022	Dollywood Foundation	\$3,233.32
318025	09/09/2022	Economy Inn	\$600.00
318026	09/09/2022	FedEx	\$35.56
318027	09/09/2022	Gila County Government	\$302,688.91
318028	09/09/2022	Gila County Government	\$293.28
318029	09/09/2022	Gila House Inc	\$40,000.00
318030	09/09/2022	Green Valley Apartments of Payson, LLC	\$445.00
318031	09/09/2022	KMOG Radio	\$200.00
318032	09/09/2022	Konica Minolta Business Solutions U.S.A. Inc.	\$31.58
318034	09/09/2022	Maxim Staffing Solutions	\$3,240.00
318035	09/09/2022	McCreary Group	\$703.20
318036	09/09/2022	MDC Electrical	\$525.22
318037	09/09/2022	Nelson, Lois, A	\$105.00
318038	09/09/2022	Patriot Remodel & Repair LLC	\$150.00
318039	09/09/2022	Payson Roundup Newspaper	\$88.96
318040	09/09/2022	Policy Development Group Inc.	\$5,000.00
318041	09/09/2022	Sanofi Pasteur Inc.	\$12,825.34
318042	09/09/2022	Senegy Petroleum	\$17,885.10
318043	09/09/2022	Shred-It	\$171.90
318044	09/09/2022	State of Arizona	\$970,055.00
318045	09/09/2022	The Arizona Partnership for Immunizations	\$125.70
318046	09/09/2022	Thomson Reuters West	\$3,514.68
318047	09/09/2022	Tonto Rim Search & Rescue Squad Inc.	\$164.61
318048	09/09/2022	UniFirst Corporation	\$185.15
318049	09/09/2022	Waste Management of Arizona, Inc.	\$201.65
318050	09/09/2022	Waters Sparkletts of Payson, LLC	\$86.50

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318051	09/09/2022	Wowza LLC	\$122,888.88
318052	09/13/2022	Arizona Counties Insurance Pool	\$9,495.33
318053	09/13/2022	Arizona Department of Environmental Quality	\$3,151.84
318054	09/13/2022	Arizona Department of Revenue	\$1,741.60
318055	09/13/2022	Arizona Public Service	\$1,793.27
318056	09/13/2022	Atomic Pest Control LLC	\$202.00
318057	09/13/2022	Autodesk, Inc.	\$3,680.82
318058	09/13/2022	Axon Enterprise Inc	\$24,091.90
318059	09/13/2022	Belling, Madeline, M	\$840.00
318060	09/13/2022	C&M Communications LLC	\$1,277.55
318061	09/13/2022	Carrizo Apache Assembly of God	\$150.00
318062	09/13/2022	Cellebrite Inc.	\$17,827.15
318063	09/13/2022	CenturyLink	\$649.62
318064	09/13/2022	Chambers, Bryan, B	\$216.30
318065	09/13/2022	Cline , Woody	\$25.98
318066	09/13/2022	Cobre Valley Publishing	\$76.29
318067	09/13/2022	Collins & Collins, Attorneys At Law, LLP	\$8,954.00
318068	09/13/2022	County of Yavapai	\$23,350.00
318069	09/13/2022	Dell Marketing LP	\$5,443.17
318070	09/13/2022	Fletcher Cleaning Company, LLC	\$3,297.00
318071	09/13/2022	GARCIA, JERED	\$73.00
318072	09/13/2022	Haverland, Mike , Lance	\$112.50
318073	09/13/2022	Kao, Nikki	\$175.00
318074	09/13/2022	Kenz & Leslie of Arizona, Inc.	\$652.20
318075	09/13/2022	Language Line Services, Inc.	\$48.38
318076	09/13/2022	Law Office of Timothy V Nelson, LLC	\$6,000.00
318077	09/13/2022	Law Offices of Daniel Thulin, LLC	\$1,600.00
318078	09/13/2022	Messinger Payson Funeral Home	\$1,290.34
318079	09/13/2022	ODP Business Solutions, LLC	\$152.02
318080	09/13/2022	Payson Justice Court	\$6.80
318081	09/13/2022	Payson Magistrate Court	\$15.98
318082	09/13/2022	Ripple , Denice	\$1,435.30
318083	09/13/2022	Roxanna Patterson Freelance Interpreter-Translator	\$360.00
318084	09/13/2022	Senergy Petroleum	\$24,700.36



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318085	09/13/2022	Southwest Gas	\$29.96
318086	09/13/2022	Sparklight	\$758.57
318087	09/13/2022	Staten, David	\$49.40
318088	09/13/2022	Suddenlink	\$146.58
318089	09/13/2022	T-Mobile USA Inc.	\$261.70
318090	09/13/2022	Thomson Reuters West	\$969.96
318091	09/13/2022	Tioga Solor Gila, LLC	\$4,659.64
318092	09/13/2022	Tyler Technologies, Inc.	\$1,012.50
318093	09/13/2022	UniFirst Corporation	\$127.91
318094	09/13/2022	VERIZON WIRELESS	\$20,995.49
318095	09/13/2022	Waters Sparkletts of Payson, LLC	\$94.00
318096	09/13/2022	Wolak, David	\$367.57
318097	09/16/2022	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$3,374.28
318098	09/16/2022	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	\$251,215.99
318099	09/16/2022	ARIZONA STATE RETIREMENT SYSTEM	\$258,306.64
318100	09/16/2022	AZCOPS	\$13.50
318101	09/16/2022	CHILD SUPPORT SERVICES MONTANA	\$252.11
318102	09/16/2022	COLONIAL SUPPLEMENTAL INSURANCE	\$4,193.10
318103	09/16/2022	CORP - AOC	\$21,197.38
318104	09/16/2022	CORP - DISPATCHER	\$516.78
318105	09/16/2022	CORRECTIONS OFFICER RETIREMENT PLAN	\$7,710.07
318106	09/16/2022	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT	\$40.90
318107	09/16/2022	ELECTED OFFICIALS RETIREMENT PLAN	\$15,085.98
318108	09/16/2022	EORP LEGACY	\$14,178.83
318109	09/16/2022	FABER AND BRAND LLC	\$65.37
318110	09/16/2022	FIDUCIARY TRUST COMPANY OF NEW HAMPSHIRE	\$437.50
318111	09/16/2022	FRATERNAL ORDER OF POLICE	\$157.44
318112	09/16/2022	GILSBAR FSA	\$1,708.35
318113	09/16/2022	GILSBAR HSA	\$3,275.39
318114	09/16/2022	JP MORGAN CHASE DOR	\$45,300.63
318115	09/16/2022	JP MORGAN CHASE FEDERAL TAX	\$170,014.60
318116	09/16/2022	JP MORGAN CHASE FICA EE	\$98,800.32
318117	09/16/2022	JP MORGAN CHASE FICA ER	\$98,800.32
318118	09/16/2022	JP MORGAN CHASE MEDICARE EE	\$23,258.05

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318119	09/16/2022	JP MORGAN CHASE MEDICARE ER	\$23,258.05
318120	09/16/2022	METLIFE	\$400.00
318121	09/16/2022	MODERN WOODMEN OF AMERICA	\$7.17
318122	09/16/2022	NATIONWIDE RETIREMENT SOLUTIONS	\$4,268.16
318123	09/16/2022	NATIONWIDE RETIREMENT SOLUTIONS	\$3,990.00
318124	09/16/2022	NATIONWIDE TRUST Co FBO NRS	\$7,979.08
318125	09/16/2022	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$595.00
318126	09/16/2022	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$19,766.10
318127	09/16/2022	SECURITY BENEFIT GROUP	\$2,368.33
318128	09/16/2022	SUPPORT PAYMENT CLEARINGHOUSE	\$2,357.52
318130	09/16/2022	WI SCTF	\$265.97
318132	09/15/2022	Law Office of David W Bell LLC	\$3,000.00
318133	09/15/2022	Advantage Home Performance, Inc	\$470.00
318134	09/15/2022	CenturyLink	\$152.66
318135	09/15/2022	CenturyLink	\$617.46
318136	09/15/2022	Cobre Valley Publishing	\$173.91
318137	09/15/2022	Cobre Valley Publishing	\$173.91
318138	09/15/2022	Community Bridges, Inc.	\$11,100.00
318139	09/15/2022	Economy Inn	\$700.00
318140	09/15/2022	Kenz & Leslie of Arizona, Inc.	\$554.46
318141	09/15/2022	Konica Minolta Business Solutions U.S.A. Inc.	\$99.84
318142	09/15/2022	Language Line Services, Inc.	\$76.63
318143	09/15/2022	Law Office of Samantha Sue Elledge, PLLC	\$1,536.96
318144	09/15/2022	Ong, Siew, C	\$510.00
318145	09/15/2022	Payson Property Management LLC	\$750.00
318146	09/15/2022	Payson Roundup Newspaper	\$61.72
318147	09/15/2022	Samaritan Veterinary Center	\$499.00
318148	09/15/2022	Sims Mackin LTD	\$157.50
318149	09/15/2022	Sparklight	\$201.00
318150	09/15/2022	Suddenlink	\$1,629.61
318151	09/15/2022	The Product Center	\$499.35
318152	09/15/2022	Upholstery Station	\$235.00
318153	09/15/2022	Wilson Investigative Services	\$1,200.00
318154	09/15/2022	Wist Office Products Company	\$63.93

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318155	09/19/2022	A Foreign Language Service	\$130.00
318156	09/19/2022	Advantage Home Performance, Inc	\$8,271.00
318157	09/19/2022	Advantage Home Performance, Inc	\$14,814.00
318158	09/19/2022	Arizona Local Government Employee Benefit Trust	\$502,028.10
318159	09/19/2022	Arizona Supreme Court	\$250.00
318160	09/19/2022	Atomic Pest Control LLC	\$175.00
318161	09/19/2022	Bose Public Affairs Group LLC	\$7,000.00
318162	09/19/2022	Braddock, Karrol, L	\$252.76
318163	09/19/2022	Cadue, Angela	\$57.41
318164	09/19/2022	Caterpillar Financial Services Corporation	\$31,552.58
318165	09/19/2022	CenturyLink	\$561.10
318166	09/19/2022	Channell, Regina	\$300.00
318167	09/19/2022	City of Globe	\$1,400.00
318168	09/19/2022	Concentra Medical Centers	\$221.00
318169	09/19/2022	Dell Marketing LP	\$2,801.36
318170	09/19/2022	DJ's Companies, Inc.	\$150.00
318171	09/19/2022	Gale	\$231.54
318172	09/19/2022	Gila County Government	\$265.32
318173	09/19/2022	High Country Plumbing, Inc.	\$65.00
318174	09/19/2022	Homan, Thomas, H	\$25.00
318175	09/19/2022	HonorHealth	\$700.00
318176	09/19/2022	JaLin Enterprises Inc.	\$712.32
318177	09/19/2022	JE Fuller/Hydrology & Geomorphology, Inc	\$42,648.13
318178	09/19/2022	Jellison Law Offices PLLC	\$494.00
318179	09/19/2022	Konica Minolta Business Solutions U.S.A. Inc.	\$69.86
318180	09/19/2022	Language Line Services, Inc.	\$760.00
318181	09/19/2022	Larkin, Paul, R	\$202.92
318182	09/19/2022	Llewellyn, Lana	\$8.90
318183	09/19/2022	Messinger Payson Funeral Home	\$716.33
318184	09/19/2022	ODP Business Solutions, LLC	\$230.31
318185	09/19/2022	Pinal County	\$19,779.00
318186	09/19/2022	Quadient Leasing USA, Inc.	\$247.89
318187	09/19/2022	Rives, Larry, Leroy	\$987.00
318188	09/19/2022	Ronaldson, Patrick, T	\$1,200.00

# Payment Register

From Payment Date: 9/1/2022 - To Payment Date: 9/30/2022

318189	09/19/2022	Sanders Family Transport	\$1,275.00
318190	09/19/2022	Sanofi Pasteur Inc.	\$3,901.72
318191	09/19/2022	Sneezy, Monika, N	\$116.59
318192	09/19/2022	Sunland Asphalt	\$262,974.54
318193	09/19/2022	Superstition Fire Protection	\$1,335.00
318194	09/19/2022	TDS Telecom	\$116.82
318195	09/19/2022	The Master's Touch, LLC	\$1,796.92
318196	09/19/2022	Tim's Tire , LLC	\$1,290.00
318197	09/19/2022	Town of Miami	\$73,000.00
318198	09/19/2022	Tyler Technologies, Inc.	\$712.50
318199	09/19/2022	UniFirst Corporation	\$189.22
318200	09/19/2022	Wist Office Products Company	\$1,607.62
318201	09/19/2022	Wright , Timothy	\$504.63
318202	09/20/2022	JP MORGAN CHASE DOR	\$1,835.03
318203	09/20/2022	JP MORGAN CHASE FEDERAL TAX	\$2,472.56
318204	09/20/2022	JP MORGAN CHASE FICA EE	\$922.76
318205	09/20/2022	JP MORGAN CHASE FICA ER	\$922.76
318206	09/20/2022	JP MORGAN CHASE MEDICARE EE	\$215.81
318207	09/20/2022	JP MORGAN CHASE MEDICARE ER	\$215.81
318208	09/21/2022	Advanced Controls Corporation	\$490.00
318209	09/21/2022	Allterra Central, Inc	\$378.18
318210	09/21/2022	Arizona Public Service	\$3,949.07
318211	09/21/2022	Arizona Water Company	\$66.45
318212	09/21/2022	CenturyLink	\$109.43
318213	09/21/2022	CenturyLink Business Services	\$316.76
318214	09/21/2022	Convenient Mobile Service LLC	\$89,019.00
318215	09/21/2022	Copper State Sanitation, Inc	\$1,160.00
318216	09/21/2022	Deluxe Small Business Sales, Inc.	\$137.13
318217	09/21/2022	Gila County Government	\$307.08
318218	09/21/2022	Gila County Government	\$5,000.00
318219	09/21/2022	Haverland, Mike , Lance	\$120.00
318220	09/21/2022	IVANS, DENNY	\$100.00
318221	09/21/2022	JaLin Enterprises Inc.	\$890.40
318222	09/21/2022	Konica Minolta Business Solutions U.S.A. Inc.	\$229.38

# Payment Register

From Payment Date: 9/1/2022 - To Payment Date: 9/30/2022

318223	09/21/2022	Law Office of John S. Perlman, LLC	\$2,047.50
318224	09/21/2022	Matlock Gas & Equipment Company, Inc.	\$392.04
318225	09/21/2022	Messinger Payson Funeral Home	\$435.00
318226	09/21/2022	Mountain Standard Inc	\$2,880.00
318227	09/21/2022	Payson Roundup Newspaper	\$178.98
318228	09/21/2022	Quality Pumping	\$186.32
318229	09/21/2022	Senergy Petroleum	\$18,293.94
318230	09/21/2022	State of Arizona	\$288.00
318231	09/21/2022	State of Arizona	\$2,035.00
318232	09/21/2022	Superstition Fire Protection	\$1,270.00
318233	09/21/2022	The Arizona Partnership for Immunizations	\$473.48
318234	09/21/2022	UniFirst Corporation	\$238.55
318235	09/21/2022	ALEXANDER, DONNA, F	\$1,154.59
318236	09/21/2022	AVALOS, ERIC	\$94.55
318237	09/21/2022	Baxley, Amelia, Y	\$240.30
318238	09/21/2022	Binney, Mathew	\$141.20
318239	09/21/2022	BROWN, LOWELL	\$24.09
318240	09/21/2022	CONWAY, KEITH	\$104.41
318241	09/21/2022	COTTRELL, DEBORA, L	\$941.41
318242	09/21/2022	Cross, James	\$87.91
318243	09/21/2022	DALMOLIN, CLAUDIA	\$126.54
318244	09/21/2022	DALY, MICHELLE, F	\$507.31
318245	09/21/2022	Davies, Beth, A	\$399.75
318246	09/21/2022	ENGLER, DONALD, BRYAN	\$116.36
318247	09/21/2022	HAYNIE, WADE, K	\$403.22
318248	09/21/2022	HOLST, JANE ELLEN	\$151.04
318249	09/21/2022	HOM, LINDA, J	\$491.04
318250	09/21/2022	Labonte, Cole	\$165.06
318251	09/21/2022	LICANO, BELINDA	\$194.27
318252	09/21/2022	Marchesseault, Andrew, D	\$103.57
318253	09/21/2022	MATHEWS, ILEANA	\$938.25
318254	09/21/2022	Melford, Carl	\$56.97
318255	09/21/2022	ORTIZ, DIANA, K	\$108.77
318256	09/21/2022	OSBORN, JARED, C	\$496.69

# Payment Register

From Payment Date: 9/1/2022 - To Payment Date: 9/30/2022

318257	09/21/2022	PADGETT, PENNI	\$43.13
318258	09/21/2022	PRATER, NOREEN, A	\$582.14
318259	09/21/2022	Reardon, Jordan	\$19.56
318260	09/21/2022	ROBERTS, CINDY, J	\$504.88
318261	09/21/2022	SMITH, CASSIDY	\$11.77
318262	09/21/2022	SMITH, PHILLIP, A	\$107.93
318263	09/21/2022	SOLBERG, JUSTIN, M	\$672.44
318264	09/21/2022	STAMPER, BRENT , A	\$92.15
318265	09/21/2022	TURNER, CAROLINE	\$401.55
318266	09/21/2022	WORTHEY, VIOLETA, A	\$419.18
318267	09/21/2022	YERKOVICH, MICHELLE, D	\$116.34
318268	09/23/2022	APIC Solutions, Inc.	\$76,081.42
318269	09/23/2022	Arizona Chapter IAAO	\$100.00
318270	09/23/2022	Arizona Public Service	\$728.16
318271	09/23/2022	Burnette , Vino	\$159.30
318272	09/23/2022	C&M Communications LLC	\$176.37
318273	09/23/2022	Carahsoft Technology Corporation	\$184.02
318274	09/23/2022	Central Arizona Governments	\$33,279.78
318275	09/23/2022	CenturyLink	\$1,734.74
318276	09/23/2022	City of Globe	\$350.00
318277	09/23/2022	Cobre Valley Publishing	\$202.80
318278	09/23/2022	Copper Basin News - Superior Sun	\$176.28
318279	09/23/2022	CRM of America LLC	\$1,390.19
318280	09/23/2022	Globe Mobile Home Park	\$8.00
318281	09/23/2022	Hayes Enterprises, Inc	\$10,000.00
318282	09/23/2022	Hog Creek Towing & Impound Yard, Inc	\$610.00
318283	09/23/2022	Hunt, Rebecca, M	\$4,000.00
318284	09/23/2022	JD Towing LLC	\$769.35
318285	09/23/2022	Law Office of John S. Perlman, LLC	\$8.00
318286	09/23/2022	Little Dealer Little Prices	\$16,742.22
318287	09/23/2022	McCreary Group	\$667.20
318288	09/23/2022	MCI Communication Services, Inc.	\$38.08
318289	09/23/2022	Mountaingate Estates LLC	\$538.11
318290	09/23/2022	ODP Business Solutions, LLC	\$9.05

# Payment Register

From Payment Date: 9/1/2022 - To Payment Date: 9/30/2022

318291	09/23/2022	Payson Roundup Newspaper	\$102.13
318292	09/23/2022	Pride Plumbing	\$456.00
318293	09/23/2022	Radanovich Construction	\$825.00
318294	09/23/2022	Rodriguez Constructions, Inc.	\$334.80
318295	09/23/2022	San Diego Police Equipment Co Inc	\$3,387.45
318296	09/23/2022	Shellenberger, Mark, A	\$400.00
318297	09/23/2022	Southwest Gas	\$214.69
318298	09/23/2022	Sparkletts Water	\$885.00
318299	09/23/2022	TDS Telecom	\$206.70
318300	09/23/2022	The Well-Made Bed, LLC	\$600.00
318301	09/23/2022	Tyler Technologies, Inc.	\$5,370.47
318302	09/23/2022	UniFirst Corporation	\$159.44
318303	09/23/2022	US Imaging Inc.	\$255.32
318304	09/23/2022	Henderson Properties	\$8.00
318305	09/23/2022	Jennings,Haug,Keleher Mcleod, LLP	\$120.00
318306	09/23/2022	Rodger, Steven	\$8.00
318307	09/23/2022	Rodgers, Steven	\$8.00
318308	09/28/2022	Action Automotive & Towing LLC	\$1,109.20
318309	09/28/2022	ADAMS, JEFFERY	\$3.43
318310	09/28/2022	Advantage Home Performance, Inc	\$14,814.00
318311	09/28/2022	Advantage Home Performance, Inc	\$8,446.50
318312	09/28/2022	Advantage Home Performance, Inc	\$11,547.00
318313	09/28/2022	Allegiance Builders LLC	\$11,041.00
318314	09/28/2022	Alliant Arizona Propane, LLC	\$330.18
318315	09/28/2022	Arizona Freelance Interpreting Services	\$1,125.00
318316	09/28/2022	Arizona Public Service	\$1,260.90
318317	09/28/2022	Arizona State Prison Globe	\$160.00
318318	09/28/2022	Arizona Water Company	\$2,010.57
318319	09/28/2022	Askew, Yvonne	\$130.00
318320	09/28/2022	AT&T	\$11.46
318321	09/28/2022	Belling, Madeline, M	\$1,020.00
318322	09/28/2022	Bench, Rikki	\$960.00
318323	09/28/2022	Bennett, Bradley, J	\$402.82
318324	09/28/2022	Blueline Services LLC	\$391.00

# Payment Register

From Payment Date: 9/1/2022 - To Payment Date: 9/30/2022

318325	09/28/2022	Bramlet, Joseph	\$51.42
318326	09/28/2022	Bryan, Michael	\$2,700.00
318327	09/28/2022	C&M Communications LLC	\$993.91
318328	09/28/2022	Cabrera, Ellianna	\$15.64
318329	09/28/2022	Carlson, William, H	\$641.75
318330	09/28/2022	Carnahan, Linda, M	\$240.82
318331	09/28/2022	Casillas, Stephanie, M	\$170.10
318332	09/28/2022	CenturyLink	\$1,020.58
318333	09/28/2022	Channell, Regina	\$600.00
318334	09/28/2022	Christina Apartments	\$303.00
318335	09/28/2022	Cobre Valley Publishing	\$24.61
318336	09/28/2022	Cobre Valley Regional Medical Center	\$1,417.00
318337	09/28/2022	Cruz, Anna, G	\$399.06
318338	09/28/2022	Cruz, Michael	\$68.71
318339	09/28/2022	DAUNCE, MARK	\$125.67
318340	09/28/2022	Debrigida Law Offices PLLC	\$8,000.00
318341	09/28/2022	Dirks, Brian	\$106.92
318342	09/28/2022	EarthQuest Plumbing & Pumping LLC	\$7,026.40
318343	09/28/2022	Economy Inn	\$600.00
318344	09/28/2022	Family Transitions	\$2,209.00
318345	09/28/2022	FX Tactical LLC	\$160.01
318346	09/28/2022	GARCIA, VICTORIA, L	\$403.20
318347	09/28/2022	Globe Marketplace LP	\$2,834.90
318348	09/28/2022	GreatAmerica Leasing Corporation	\$693.94
318349	09/28/2022	Haverland, Mike , Lance	\$112.50
318350	09/28/2022	Healthcare Medical Waste Services, Inc.	\$162.63
318351	09/28/2022	Heinfeld, Meech & Co., P.C.	\$11,908.75
318352	09/28/2022	JaLin Enterprises Inc.	\$890.40
318353	09/28/2022	John S. Perlman	\$1,207.50
318354	09/28/2022	Johnson, Raymond , D	\$384.25
318355	09/28/2022	Kimley-Horn & Associates, Inc.	\$9,750.61
318356	09/28/2022	Konica Minolta Business Solutions U.S.A. Inc.	\$374.31
318357	09/28/2022	Kriley, Brandi, L	\$413.65
318358	09/28/2022	Leon , Mary, H	\$417.59



# Payment Register

From Payment Date: 9/1/2022 - To Payment Date: 9/30/2022

318359	09/28/2022	Martin , Jacob, D	\$144.75
318360	09/28/2022	Martinez, Lori	\$335.00
318361	09/28/2022	Maxim Staffing Solutions	\$3,240.00
318362	09/28/2022	McCamy, Jessica	\$16.42
318363	09/28/2022	McKesson Medical-Surgical Government Solutions LLC	\$6,154.74
318364	09/28/2022	Messinger Payson Funeral Home	\$699.01
318365	09/28/2022	MTE Communications	\$312.56
318366	09/28/2022	MUTUALINK INC	\$215,270.00
318367	09/28/2022	ODP Business Solutions, LLC	\$335.57
318368	09/28/2022	Payson Roundup Newspaper	\$207.42
318369	09/28/2022	Purcell Tire & Service Center	\$6,555.10
318370	09/28/2022	Quality Accounts, LLC	\$50.00
318371	09/28/2022	Quality Pumping	\$241.12
318372	09/28/2022	R&S Northeast LLC	\$45.00
318373	09/28/2022	Rittenbach, John	\$9.95
318374	09/28/2022	Roxanna Patterson Freelance Interpreter-Translator	\$625.00
318375	09/28/2022	SCHNEIDER, MELODY	\$65.68
318376	09/28/2022	Schuler , Robert, J	\$510.84
318377	09/28/2022	Senergy Petroleum	\$25,043.04
318378	09/28/2022	Shaw, Stephen, J	\$88.56
318379	09/28/2022	Southwest Gas	\$4,513.91
318380	09/28/2022	Sowles, Thomas, H	\$361.96
318381	09/28/2022	Sparkletts Water	\$333.00
318382	09/28/2022	Sparklight	\$564.31
318383	09/28/2022	SPOK, Inc.	\$16.22
318384	09/28/2022	TAYLOR, SHIRLEY	\$959.68
318385	09/28/2022	Uline, Inc	\$205.50
318386	09/28/2022	UniFirst Corporation	\$127.91
318387	09/28/2022	Waters Sparkletts of Payson, LLC	\$60.00
318388	09/29/2022	Kwik Kool Refrigeration LLC	\$500.00
318390	09/30/2022	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$3,374.28
318391	09/30/2022	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	\$6,288.71
318392	09/30/2022	ARIZONA STATE RETIREMENT SYSTEM	\$195,153.77
318393	09/30/2022	COLONIAL SUPPLEMENTAL INSURANCE	\$4,193.10

# Payment Register

From Payment Date: 9/1/2022 - To Payment Date: 9/30/2022

318394	09/30/2022	CORP - AOC	\$21,197.37
318395	09/30/2022	CORP - DISPATCHER	\$471.36
318396	09/30/2022	CORRECTIONS OFFICER RETIREMENT PLAN	\$7,713.46
318397	09/30/2022	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT	\$40.90
318398	09/30/2022	ELECTED OFFICIALS RETIREMENT PLAN	\$15,085.98
318399	09/30/2022	EORP LEGACY	\$14,155.36
318400	09/30/2022	FABER AND BRAND LLC	\$65.37
318401	09/30/2022	FIDUCIARY TRUST COMPANY OF NEW HAMPSHIRE	\$437.50
318402	09/30/2022	FRATERNAL ORDER OF POLICE	\$157.44
318403	09/30/2022	GILSBAR FSA	\$404.17
318404	09/30/2022	JP MORGAN CHASE DOR	\$32,279.98
318405	09/30/2022	JP MORGAN CHASE FEDERAL TAX	\$89,848.54
318406	09/30/2022	JP MORGAN CHASE FICA EE	\$70,904.34
318407	09/30/2022	JP MORGAN CHASE FICA ER	\$70,904.34
318408	09/30/2022	JP MORGAN CHASE MEDICARE EE	\$16,749.10
318409	09/30/2022	JP MORGAN CHASE MEDICARE ER	\$16,749.10
318410	09/30/2022	METLIFE	\$400.00
318411	09/30/2022	NATIONWIDE RETIREMENT SOLUTIONS	\$4,268.16
318412	09/30/2022	NATIONWIDE RETIREMENT SOLUTIONS	\$3,990.00
318413	09/30/2022	NATIONWIDE TRUST Co FBO NRS	\$7,728.15
318414	09/30/2022	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$18,956.92
318415	09/30/2022	SECURITY BENEFIT GROUP	\$2,368.33
318416	09/29/2022	Language Connection	\$370.00
318417	09/29/2022	Alexander Legal LLC	\$300.00
318418	09/29/2022	Arizona Public Service	\$48,866.05
318419	09/29/2022	Arizona State Prison Globe	\$1,185.00
318420	09/29/2022	AT&T	\$33.64
318421	09/29/2022	Azteca Glass East	\$1,739.59
318422	09/29/2022	Barry A. Standifird P.C.	\$9,000.00
318423	09/29/2022	Burnette , Vino	\$960.00
318424	09/29/2022	C&M Communications LLC	\$850.94
318425	09/29/2022	Carolina Software Inc.	\$500.00
318426	09/29/2022	CenturyLink	\$263.31
318427	09/29/2022	CorrectCare Integrated Health Inc	\$540.00

# Payment Register

From Payment Date: 9/1/2022 - To Payment Date: 9/30/2022

318428	09/29/2022	CRM of America LLC	\$1,241.90
318429	09/29/2022	Cunningham, Alex	\$150.00
318430	09/29/2022	Dell Marketing LP	\$7,534.08
318431	09/29/2022	Diamond M Dental	\$256.80
318432	09/29/2022	Digital Imaging Systems, LLC	\$75.03
318433	09/29/2022	Digman, John, R	\$100.00
318434	09/29/2022	ESKEW, CLAUDIA, ROBERTA	\$1,896.29
318435	09/29/2022	FedEx	\$25.21
318436	09/29/2022	Gale	\$121.12
318437	09/29/2022	HENRY, ASHLEY	\$2.43
318438	09/29/2022	Interstate Copy Shop	\$508.20
318439	09/29/2022	KS StateBank	\$169.13
318440	09/29/2022	Maxim Staffing Solutions	\$3,240.00
318441	09/29/2022	Multitech	\$390.00
318442	09/29/2022	Ripple , Denice	\$1,233.00
318443	09/29/2022	Stephen R. Jones Attorney at Law, PLLC	\$2,500.00
318444	09/29/2022	Tim's Tire , LLC	\$585.00
318445	09/29/2022	UniFirst Corporation	\$214.30
318446	09/29/2022	DALMOLIN, CLAUDIA	\$150.61
318447	09/29/2022	JP MORGAN CHASE DOR	\$205.34
318448	09/29/2022	JP MORGAN CHASE FEDERAL TAX	\$393.65
318449	09/29/2022	Bramlet, Joseph	\$84.53
318450	09/29/2022	Kennedy, Melissa, A	\$0.06

Type Check Totals:

\$6,549,013.52

JP Morgan AP - JP Morgan Accounts Payable Totals

# Payment Register

From Payment Date: 9/1/2022 - To Payment Date: 9/30/2022

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
<u>Check</u>							
317850	09/01/2022	Voided	Ach Direct Deposit	09/01/2022	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$733,243.58
317950	09/06/2022	Voided/Reissued	LOST	09/15/2022	Accounts Payable	Law Office of David W Bell LLC	\$3,000.00
318004	09/08/2022	Voided/Reissued	LOST	09/29/2022	Accounts Payable	Language Connection	\$370.00
318033	09/09/2022	Voided/Reissued	LOST	09/29/2022	Accounts Payable	Kwik Kool Refrigeration LLC	\$500.00
318129	09/16/2022	Voided	Other Void	09/27/2022	Accounts Payable	THUNDERBIRD COLLECTION SPEC	\$247.85
318131	09/15/2022	Voided	Ach Direct Deposit	09/15/2022	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$1,072,723.31
318389	09/29/2022	Voided	Ach Direct Deposit	09/29/2022	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$790,901.44
Type Check Totals:					7 Transactions		<u>\$2,600,986.18</u>

**ARF-7607**

**Consent Agenda Item 3. E.**

**Regular BOS Meeting**

**Meeting Date:** 10/18/2022

**Reporting Period:** Report for county Manager Approved Contracts Under \$50,000 for the month of September

**Submitted For:** Mary Springer, Finance Director

**Submitted By:** Stacey Espinoza, Administrative Assistant

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**Information**

**Subject**

Report for County Manager approved contracts under \$50,000 for the month of September

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the month of September.

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**Attachments**

County Manager under \$50K for September

Contract Agreement GSA 47QRAA22D0004 with Logan Simpson

Amendment No. 1 to Service Agreement No. 041421 with Superior Environmental Solutions Inc.

Contract Agreement NCPA No. 02-127 with Comfort Systems USA, Inc.

Contract Agreement Q-00893017 with DocuSign

Maintenance Agreement Mohave 20J-ACP-0129 with All Copy Products

Professional Services Contract No. 09132022 with Vino Burnette

Amendment No. 1 to Service Agreement No. 083121 with C&M Communications, LLC

Professional Services Agreement No. 092122 with Coppersmith Brockelman

Amendment No. 1 to Service Agreement No. 060622-1 with Atomic Pest Control, LLC

Professional Services Contract No. 082922 with Moetivations



Contracts Under \$50,000 Signed by  
the County Manager for the month of  
September 2022

Vendor	Contract Number	Amount	Contract Term	Summary	Contract Options	Contract Cumulative
Logan Simpson	Contract Agreement GSA-47QRAA22D0004	\$ 9,971.00	9/7/2022 - 10/31/2022	Archaeological monitoring for Mesa Buckhead Landfill preparation of installation of microwave communication site. Archaeology is required for electrical company, APS, to be on site for construction	New, no renewals	\$ 9,971.00
Superior Environmental Solutions	Amendment No. 1 to Service Agreement No. 041421	\$ 2,840.00	6/1/2022 - 5/31/2023	Amendment No. 1 will serve to extend the term of the contract for a one-year period, from June 1, 2022, to May 31, 2023. Contractor to spray pre and post weed eradication and rid the fields of gophers	Contract allows original term beginning 6/1/2022 through 5/31/2023 with three additional one year renewal periods	Original Contract - \$2,840.00; Amendment No. 1 - \$2,840.00
Comfort Systems USA, Inc	Contract Agreement NCPA No. 02-127	\$ 39,010.00	9/20/2022 - 9/19/2023	Roosevelt Substation HVAC Replacement. Gila County wishes to utilize Comfort Systems USA, Inc. for HVAC Units. All documents executed by the National Cooperative Purchasing Alliance on Contract No. 02-127, apply to this procurement between Gila County and Comfort Systems USA, Inc.	New, no renewals	\$ 39,010.00
DocuSign	Contract Agreement No. Q-00893017	\$ 8,792.60	9/30/2022 - 9/29/2023	The scope of this contract is to be able to create a streamlined service for constituents to submit affidavits of intent with our digital notary service. It will also allow school board candidates to start the election process without having to come into our office. It will save time and money for our constituents	New, no renewals	\$ 8,792.00
All Copy Products	Maintenance Agreement Mohave Contract 20J-ACP-0129	\$ 7,105.25	9/21/2022 - 9/20/2023	Sharp MX-4071 for Payson Board of Supervisors	Renewal optional	\$ 7,105.25
Vino Burnette Sr.	Professional Services Contract No. 09132022	\$ 20,000.00	9/20/2022 - 9/19/2023	To comply with DOJ Apache language assistance for voters, we require a translator to provide audio recordings of the ballot	Contract allows original term beginning 9/20/2022 through 9/19/2023 with three additional one year renewal periods	\$ 20,000.00
C&M Communications, LLC	Amendment No. 1 to Service Agreement No. 083121	\$ 10,000.00	11/16/2022 -11/15/2023	Amendment No. 1 will serve to extend the term from November 16, 2022 to November 15, 2023. Recurring Repeater Airtime charges analog or digital systems \$20.00 per radio unit plus tax. Repeater service gives coverage throughout Gila County (Primarily Globe & Payson area) and into parts of the Phoenix Metro area	Contract allows original term beginning 11/16/2022 through 11/15/2023 with three additional one year renewal periods	Original Contract - \$10,000.00; Amendment No. 1 - \$10,000.00
Coppersmith Brockelman, PLC	Professional Services Agreement No. 092122	\$ 5,000.00	7/1/2022 - 6/30/2023	To provide legal counsel and representation for the local PSPRS and C.O.R.P local board	Contracts allows original term beginning 7/1/2022 through 6/30/2023 with three additional one year renewal periods	\$ 5,000.00
Atomic Pest Control	Amendment No. 1 to Service Agreement No. 060622-1	\$ 12,000.00	6/28/2022 - 6/27/2023	Amendment No. 1 will serve to increase the contract amount by \$12,000.00 to secure contract for pest control service for Northern Gila County Facilities	Contract allows original term beginning 6/28/2022 through 6/27/2023 with three additional one year renewal periods	Original Contract - \$6,580.00; Amendment No. 1 to increase the amount \$12,000.00, new contract amount \$18,580.00
Moetivations	Professional Services Contract No. 082922	\$ 4,908.51	9/1/2022 - 6/30/2023	Evaluate and establish a basic quality assurance/quality improvement program in compliance with APCO (Association of Public Safety Communications Officers) standards	New, no renewals	\$ 4,908.51

## CONTRACT AGREEMENT

**Contract  
Name:**

BHM Archaeological Monitoring

**Contract No.:**

GSA Contract  
47QRAA22D0004

**Statement of Purpose and Need (3-5 Sentences)** Gila County wishes to utilize Logan Simpson. for MHM Archaeological Monitoring. All Documents executed by the General Services Administration on Contract No. 47QRAA22D0004, apply to this procurement between Gila County and Logan Simpson.

**INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**IMMIGRATION LAW COMPLIANCE WARRANTY:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

**Certification of No Forced Labor:** The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

**Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if fully set forth in this contract.



Contract End Date: 10-31-22

Renewal Option:  Yes

No

Maximum Dollar Limit: \$9,971.00

**Contract Information**

Firm Name: Logan Simpson Contact Person: Christopher Garraty

Address: 51 West Third Street, Suite 450 Phone No: 480-967-1343

City: Tempe State: AZ 85281 Fax: \_\_\_\_\_ Email: cgarraty@logansimpson.com

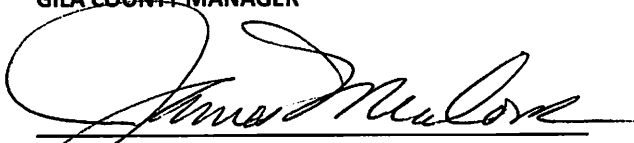
**Special Notes:**

Gila County is part of the General Services Administration – GSA, for cooperative purchasing. By using the GSA contract with Logan Simpson, it will save the county in both time and money for a rate that has already been established in the GSA bidding process.

Authorization to use a Cooperative Purchasing Agreement with the General Services Administration, Contract No.

47QRAAD0004, for HVAC BHM Archaeological Monitoring, 7 day of SEPTEMBER 2022.

GILA COUNTY MANAGER

  
James Menlove



**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 041421**

*The following amendments are hereby incorporated into the agreement for the below project*

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**HERBICIDE WEED CONTROL AT PINAL MOUNTAIN LITTLE LEAGUE FIELDS**

**BOS CONSTITUENT SERVICES II**

Effective June 1, 2021, Gila County and Superior Environmental Solutions, Inc. entered into a contract whereby Superior Environmental Solutions, Inc. agreed to provide Herbicide Weed Control at Pinal Mountain Little League Fields.

**Service Agreement No. 041421** will expire on May 31, 2022. Per Article 14-Term, Gila County shall have the option, to renew the contract for three (3) additional (1) year periods.

**Amendment No. 1 to Service Agreement No. 041421** will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term from June 1, 2022, to May 31, 2023 with a not to exceed \$2,840.00.

Additionally, Amendment No. 1 to Service Agreement No. 041421 will serve to add the clause: **Certification of No Forced Labor:** The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.


The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 041421**

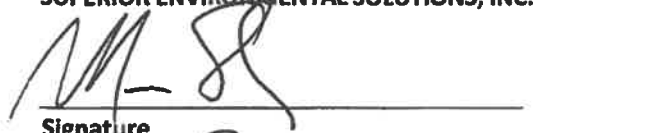
All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the June 1, 2022, to May 31, 2023, contract term.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 7 day of SEPTEMBER, 2022.

GILA COUNTY

  
James Menlove, County Manager

SUPERIOR ENVIRONMENTAL SOLUTIONS, INC.

  
Signature  
Marcia SANCHEZ, Owner SES.  
Print Name

SERVICE AGREEMENT NO. 041421

HERBICIDE WEED CONTROL AT PINAL MOUNTAIN LITTLE LEAGUE COMPLEX

BOS CONSTITUENT SERVICES II

THIS AGREEMENT, made and entered into this 1st day of June, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Superior Environmental Solutions, Inc. of the City of Superior, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the BOS Constituent Services II or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 041421** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 041421** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 041421**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4—INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a waiver of subrogation against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

*All certificates and endorsements are to be received and approved by the County before work commences.* Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.



- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns.

Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 8 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 9 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract.

It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 10 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 13 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.



**ARTICLE 14—TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one-year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for three (3) additional one (1) year periods.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$2,840.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service


Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 041421 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
\_\_\_\_\_  
James Menlove, County Manager

Date: 6.1.2001

**SUPERIOR ENVIRONMENTAL SOLUTIONS, INC.**

  
\_\_\_\_\_  
Signature

MARIO SANCHEZ  
\_\_\_\_\_  
Print Name

## CONTRACT AGREEMENT

Contract Name: Roosevelt Substation-HVAC Replacement

Contract No.: NCPA No. 02-127

**Statement of Purpose and Need (3-5 Sentences)** Gila County wishes to utilize Comfort Systems USA, Inc. for HVAC Units. All Documents executed by the National Cooperative Purchasing Alliance on Contract No. 02-127, apply to this procurement between Gila County and Comfort Systems USA, Inc.

**INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**IMMIGRATION LAW COMPLIANCE WARRANTY:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

**Certification of No Forced Labor:** The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

**Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if fully set forth in this contract.

Contract End Date: One year from Signature

Renewal Option:  Yes  
 No

Maximum Dollar Limit: \$39,010.00

**Contract Information**

Firm Name: Comfort Systems USA, Inc. Contact Person: Ernie Richmond

Address: 6875 W Galveston Street Phone No: 602-350-1788

City: Chandler State: AZ 85226 Fax: \_\_\_\_\_ Email: Ernie.richmond@comfortsystemsusa.com

**Special Notes:**  
Gila County is part of the National Cooperative Purchasing Alliance – NCPA, for cooperative purchasing. By using the NCPA contract with Comfort Systems USA, Inc., it will save the county in both time and money for a rate that has already been established in the NCPA bidding process.

Authorization to use a Cooperative Purchasing Agreement with the National Cooperative Alliance, Contract No. 02-127, for HVAC Equipment, Installation, Service, & Related Products-approved this 20<sup>th</sup> day of September 2022.

GILA COUNTY MANAGER

*Jacque Sanders*  
For: James Menlove



DocuSign, Inc.  
221 Main Street, Suite 1000  
San Francisco, CA 94105

**Offer Valid Through:** Sep 30,  
2022

**Prepared By:** Brittany Rayman  
**Quote Number:** Q-00893017

## ORDER FORM

### Address Information

**Bill To:**

County of Gila  
1400 E Ash St,  
Globe, AZ, 85501  
United States

**Ship To:**

County of Gila  
1400 E Ash St,  
Globe, AZ, 85501  
United States

**Billing Contact Name:**

Nick Montague

**Billing Email Address:**

nmontague@gilacountyaz.gov

**Billing Phone:**

(928) 402-8785

**Shipping Contact Name:**

Nick Montague

**Shipping Email Address:**

nmontague@gilacountyaz.gov

**Shipping Phone:**

(928) 402-8785

### Order Details

**Order Start Date:** Sep 30, 2022

**Order End Date:** Sep 29, 2023

**Billing Frequency:** Annual

**Payment Method:** Check

**Payment Terms:** Net 30

**Currency:** USD

### Products

Product Name	Start Date	End Date	Quantity	List Price	Discount %	Net Price
eSignature Business Pro Edition - Envelope Subs.	Sep 30, 2022	Sep 29, 2023	300	\$1,440.00	0	\$1,224.00
Premier Support	Sep 30, 2022	Sep 29, 2023	1	\$693.60	0	\$693.60
DocuSign Notary for RON - Per Notarized Signer	Sep 30, 2022	Sep 29, 2023	300	\$4,500.00	0	\$3,375.00
Consulting - 20 Hour Bundle	Sep 30, 2022	Mar 29, 2023	1	\$5,000.00	0	\$3,500.00
ID Verification	Sep 30, 2022	Sep 29, 2023	300	\$750.00	0	\$0.00
Authentication - Knowledge-Based (ID Check) - Usage Subscription	Sep 30, 2022	Sep 29, 2023	300	\$750.00	0	\$0.00

**Grand Total: \$8,792.60**

### Product Details

eSignature Envelope Allowance: 300

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### **Overage/Usage Fees**

eSignature Business Pro Edition - Envelope Subs. (Per Transaction): \$5.80

DocuSign Notary for RON – Per Notarized Signer: \$25.00

ID Verification: \$3.50

ID Check (Per Use): \$3.50

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### **Order Special Terms**

Order includes identity verification and knowledge-based authentication as a one-time, courtesy inclusion for the length of the contract. Customers can use an average of up to 1 identity verification and 1 knowledge-based authentication per notarized signer, pooled at the account level.

Furthermore, Customer acknowledges and agrees that DocuSign Notary may only be used for Remote Online Notarization by RON credentialed Notaries in the supported states listed here:

[https://support.docusign.com/s/document-](https://support.docusign.com/s/document-item?language=en_US&bundleId=ccg1614815672525&topicId=drp1614815757938.html&_LANG=venus)

[item?language=en\\_US&bundleId=ccg1614815672525&topicId=drp1614815757938.html&\\_LANG=venus](https://support.docusign.com/s/document-item?language=en_US&bundleId=ccg1614815672525&topicId=drp1614815757938.html&_LANG=venus)

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### **Terms & Conditions**

This Order Form is governed by the terms Master Services Agreement available online at:

<https://www.docusign.com/company/terms-and-conditions/msa> and the applicable Service

Schedule(s) and Attachments for the DocuSign Services described herein available online at

<https://www.docusign.com/company/terms-and-conditions/msa-service-schedules>.

Consulting - 20 Hour Bundle will expire if not used within 180 days of the subscription start date.

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### **Billing Information**

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?

**Please select Yes or No:**

If yes, please send the required tax exemption documents immediately to [taxexempt@docusign.com](mailto:taxexempt@docusign.com).

Invoices for this order will be emailed automatically from [invoicing@docusign.com](mailto:invoicing@docusign.com). Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.  
County of Gila

**Purchase Order Information**

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No:

If yes, please complete the following:

PO Number:

PO Amount: \$

**By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.**

**Customer** County of Gila

Signature: *Jacque Sanders*

*FOR:* Name: James Menlove  
Job Title: County  
Date: *9.21.2022*

**DocuSign, Inc.**

DocuSigned by:  
Signature: *Jessica O'Connor*  
25CDD234E45A44B...

Name: Jessica O'Connor  
Job Title: sr. Manager, Revenue Operations  
Date: september 19, 2022

DS  
BC



**MAINTENANCE AGREEMENT**

Account Executive:

Julie Pryor

Date:

9-20-22

See reverse side for complete terms and conditions

1635 W 13TH AVE - DENVER, CO 80204 - Phone 303.295.0741 - Fax 303.298.0102

<b>S</b> Company Name: Gila County Department/Division: Finance Suite, Bldg., Floor, etc.: Street Address: 1400 EAST ASH STREET City: 1400 EAST ASH STREET State: AZ Zip: 85501 Main Phone #: (928) 425-3231 Main Fax #: Meter Read Contact: Mary Springer Location: Finance Meter Read Phone #: (928) 402-8516 Meter Read Fax #: Meter Read Email: <a href="mailto:mspringer@gilacountyaz.gov">mspringer@gilacountyaz.gov</a>			<b>B</b> Company Name: Gila County Department/Division: Finance Suite, Bldg., Floor, etc.: Copper Building (1350) Street Address: 1400 EAST ASH STREET City: 1400 EAST ASH STREET State: AZ Zip: 85501 Main Phone #: (928) 425-3231 Main Fax #: Buyer's Name: Mary Springer Title: Buyer's Phone #: (928) 402-8516 Buyer's email: <a href="mailto:mspringer@gilacountyaz.gov">mspringer@gilacountyaz.gov</a> County: Gila County P.O. Required (Y/N): YES: 2023-00000257		
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Equipment Covered

Contract Term: 12 Months

Equipment Model & Serial Number	Beginning meter	Minimum billing	Minimum color prints per month	Minimum b&w prints per month	Minimum scans per month	Excess rates		
						color	b&w	scans
Sharp MX-4071			0	0		.05	\$0.005	

Note: See Schedule A for a complete list of equipment covered by this Agreement

Billing Cycle Preference In Advance (check one)	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual
Excess Print Billing Preferences (check one)	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	
Supplies Inclusive (check one)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No		

Comments:

Mohave contract # 20J-ACP-0129

Authorization

Authorized Signature: *X Jacquie Sandus*  
 FOR: *James Menlove*

Date: 9-21-2022

Title: County Manager

All Copy Representative: Julie Pryor, Marketplace Director

Date: 9-21-22

## EXECUTIVE SUMMARY

Contract Name: Sharp MX-4071 Contract No.: Mohave Contract 20J-ACP-0129

Statement of Purpose and Need (3-5 Sentences) Sharp MX-4071 for Payson Board of Supervisors

Contract End Date: 12 months from signature Renewal Option:  Yes  
 No

Maximum Dollar Limit: \$7,105.25

### Contract Information

Firm Name: All Copy Products Contact Person: Julie Pryor  
Address: 1407 W Drivers Way Phone No: 480-398-3924  
City: Tempe State: AZ 85284 Fax: \_\_\_\_\_ Email: jpryor@allcopyproducts.com

Fund: Capital Improvements/Board of Supervisors/Capital Outlay Machinery & equip \$5000 & over Type of Funds:  Restricted  
 Grant  
 General Fund  
 Other

Fund Code: 1007-101-4500-40

Date Sent for Legal Review: \_\_\_\_\_ Date Returned: \_\_\_\_\_

Special Notes:



PROFESSIONAL SERVICES CONTRACT NO. 09132022

APACHE LANGUAGE TRANSLATOR SERVICES-INDEPENDENT CONTRACTOR

ADMINISTRATION

THIS AGREEMENT, made and entered into this 20<sup>th</sup> day of September, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Vino Burnette, of the Community of Canyon Day, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid to him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the Services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the County Manager or designee.

- Ongoing consultation with the relevant language minority community, including the tribal government(s) of the relevant reservation(s).
- Accurate translation of election materials into the minority language.
- Publicity, including use of minority language media, and selection of sites for posting or distributing materials.
- Bilingual assistance in the voter registration process, early voting, and Election Day for language minority voters.
- Training all poll workers on the rights of language minority voters.
- Oral translation and assistance, and for obtaining answers to questions at the Election’s Department, Recorder’s Office, voter registration, early voting sites and polling places.
- Contractor acknowledges that Apache is not a written language and are therefore unable to provide written translation services in compliance with 28 CFR §55.12.  
VB SQ (Contractor’s Initial’s)

ARTICLE 2 – FEES: As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the Contractor an hourly fee of:

- Apache Language Translation Services \$40.00
- Mileage Expense at Arizona State Rate if required \$0.45 cents per mile

Specific responsibilities include:

Gila County requires Apache language translation services on an as-needed basis. Each engagement will be scheduled with contractor in advance to ensure contractor is available.

**ARTICLE 3 – TERMINATION:** Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

**ARTICLE 4 - INDEMNIFICATION CLAUSE:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 5 – INSURANCE REQUIREMENTS:** Any unforeseen circumstance which may relate to general commercial, automobile, or professional liability insurance is the sole responsibility of the Contractor, and the County is absolved from any and all liability for such.

**ARTICLE 6 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

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

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a

material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

**ARTICLE 7- CERTIFICATION OF NO FORCED LABOR:**

The Consultant does not currently, and agrees for the duration of this Agreement that the Consultant will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

**ARTICLE 8 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act. Contractor shall be/become familiar with the requirements of Section 203 of the Voting Rights Acts and 28 C.F.R. Part 55, specifically §§ 55.18 and 55.20, to ensure that the needs of the minority language group are met.

**ARTICLE 9 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for Services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 10 - Non-Appropriations:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and

non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 11 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

**ARTICLE 13 – GOVERNING LAW** This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws.

**ARTICLE 14 – TERM:** The term of the contract shall commence upon award and shall remain in effect for a period of twelve (12) months unless terminated, canceled, or extended as otherwise provided herein. The Consultant agrees that Gila County shall have the right, at its sole option, to renew the contract for one (3) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period. Contractor acknowledges that their physical presence and services may be required for the following dates and locations and that missing any of the following dates will be considered a material breach of this Agreement:

- July 21, 2022 – Early Voting - San Carlos, AZ location TBD, 10 a.m. till 3 p.m.
- August 2, 2022 – Election Day – Rice Gym, San Carlos, AZ - 6 a.m. till 7:00 p.m.
- October 27, 2022 – Early Voting – San Carlos, AZ location TBD, 10 a.m. till 3 p.m.
- November 8, 2022 – Election Day – Rice Gym, San Carlos, AZ – 6 a.m. till 7 p.m.

**ARTICLE 15 – PAYMENT/BILLING:** Contract in an amount not to exceed \$20,000.00 for services performed during the term of the contract.

All invoices shall be submitted to the Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the following:

- Contract Number
- Invoice Number
- Vendor Name and Address
- Description of Service and summary project report

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for Services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Professional Services Contract No. 06082022 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY MANAGER:

*Jacque Sanders*  
\_\_\_\_\_  
For: James Menlove Authorized Signature

CONTRACTOR:

*Vino Burnette Sr.*  
\_\_\_\_\_  
Vino Burnette SR.



**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 083121**

*The following amendments are hereby incorporated into the agreement for the below project*

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**RADIO REPEATER AIRTIME**

**PROBATION DEPARTMENT**

**Effective** November 01, 2021, Gila County and C&M Communications LLC entered into a contract whereby C&M Communications LLC agreed to provide Radio Repeater Airtime as needed.

**Service Agreement No. 083121** will expire on November 15, 2022, **Per Article 15-Term**, Gila County shall have the option, to renew the contract for three (3) additional (1) year periods.

**Amendment No. 1 to Service Agreement No. 083121**, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from November 16, 2022, to November 15, 2023, for a contract amount of not to exceed Ten Thousand dollars and 00/100's (\$10,000.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the November 16, 2022, to November 15, 2023, renewal period.

**IN WITNESS WHEREOF**, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 21<sup>st</sup> day of September, 2022.

**GILA COUNTY:**

James Sanders  
FOR: James Menlove, County Manager

**C&M COMMUNICATIONS LLC**

Christopher E. Selgot  
Signature

Date: 9-21-2022

Christopher E. Selgot  
Print Name

**SERVICE AGREEMENT NO. 083121**

**RADIO REPEATER AIRTIME**

**PROBATION DEPARTMENT**

**THIS AGREEMENT**, made and entered into this 16<sup>th</sup> day of November, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and C&M Communications, LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Probation Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 083121** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 083121** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 083121**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity



includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:  
**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.**

**4. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 – ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

**ARTICLE 7 – WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 8 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 9 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 10 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 11 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 12– ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 13 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 14 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 15– TERM:** The Contract commences on the date it is signed by the County Manager and remains in effect for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for three (3) additional one (1) year periods.

**ARTICLE 16 – PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$10,000.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, Service Agreement No. 083121 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

**C&M COMMUNICATIONS, LLC**

  
\_\_\_\_\_  
James Menlove, County Manager

  
\_\_\_\_\_  
Signature

Date: 11-16-2021

Christopher F. Salsot  
Print Name



**PROFESSIONAL SERVICES AGREEMENT NO. 091222**

**LEGAL REPRESENTATION TO THE GILA  
COUNTY PSPRS AND C.O.R.P. LOCAL  
BOARD**

**THIS AGREEMENT**, made and entered into this 20<sup>th</sup> day of September, 2022, by and between Gila County, a political subdivision of the State of Arizona, hereinafter designated the "County", and Coppersmith Brockelman, 2800 N. Central Avenue, Suite 1900, Phoenix, AZ 85004, hereinafter designated the "Firm".

**WITNESSETH:** That the Firm, for and in consideration of the sum to be paid to the Firm by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for itself, its heirs, administrators, successors, and assigns as follows:

**ARTICLE I - SCOPE OF SERVICES:** The Firm agrees to provide legal representation to the Gila County Sheriff's PSPRS and C.O.R.P. Local Board, per Attachment "A" to Professional Services Agreement No. 091222 - Coppersmith Brockelman Legal Representation Agreement dated September 7, 2022, by mention made a binding part of this agreement as set forth herein. In the performance of these duties under the provisions of this agreement, it is mutually understood and agreed that the Firm, its agent(s), and employee(s), are at all times acting and performing as an independent contractor.

The Firm agrees to obtain and keep current any and all State of Arizona licenses/certifications. If at any time during the term of the contract the Firm's licenses/certifications are revoked or rendered invalid, this Contract shall be terminated.

The Firm is an independent contractor of the County and agrees that it shall obey all state and federal statutes, rules and regulations which are applicable to provisions of the services of the agreement. Neither the Firm nor any employee of the Firm shall be deemed an officer, employee, or agent of the County.

**DUTIES AND RESPONSIBILITIES**

The Firm shall provide duties as follows:

Per Attachment "A" to Professional Services Agreement No. 091222 - Coppersmith Brockelman Legal Representation Agreement dated September 7, 2022, by mention made a binding part of this agreement as set forth herein.

**ARTICLE II - FEES:** For the services provided by the Firm under this agreement, financial compensation from the County will be as follows:

Per Attachment "A" to Professional Services Agreement No. 091222 – Coppersmith Brockelman Legal Representation Agreement dated September 7, 2022, by mention made a binding part of this agreement as set forth herein.

**ARTICLE III -TERMINATION:** This Agreement shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

**ARTICLE IV - INDEMNIFICATION CLAUSE:** The Firm agrees to defend, indemnify, and hold harmless Gila County from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Firm, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Firm to indemnify the County to the extent permitted under Arizona Law.

**ARTICLE V- INSURANCE REQUIREMENTS:** The Firm agrees to take out and keep in force during the term of this agreement at his expense, professional liability insurance and general liability insurance. The Firm agrees to provide the County with certificates evidencing the coverage specified.

**ARTICLE VI - ASSIGNMENTS AND SUBCONTRACTS:** No rights or obligations of the Firm under this agreement shall be assigned. No rights or obligations of the Firm under this agreement shall be subcontracted by the Firm without prior approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

**ARTICLE VII - LEGAL ARIZONA WORKERS ACT COMPLIANCE:** As required by A.R.S. § 41-4401, Firm hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Firm further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If Firm uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement.

Firm shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). The County retains the legal right to inspect the papers of the Contractor and its subcontractors engaged in performance of this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

**ARTICLE VIII - LAWS AND ORDINANCES:** This Agreement shall be enforced under the laws of the State of Arizona. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336,42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 1X – CERTIFICATION OF NO FORCED LABOR:** The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

**ARTICLE X - CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. § 38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

**ARTICLE XI -TERM:** The term of the contract shall commence on July 1, 2022, and continue in full force and effect up through and including June 30, 2023, unless terminated, canceled or extended as otherwise provided herein. The Firm agrees that Gila County shall have the right, at its option, to renew the contract for three (3) additional one (1) year periods.

**ARTICLE XII - PAYMENT:** Firm shall be paid fees stated in Article II of this agreement, but in no event shall payment exceed \$5,000.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Firm. Purchase orders sent to the Firm reflect these terms and conditions and they apply to all invoices received by the County.



The Firm shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Firm does not have a current W-9.

Invoices: All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St, Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

**ARTICLE XII – Legal Representation Agreement of September 7, 2022**

The terms and conditions contained in the Legal Representation Agreement of September 7, 2022, Attachment "A" to Professional Services Agreement No. 091222, are incorporated by this reference into this Agreement. In the event of any conflict between the terms and conditions of the Legal Representation Agreement or the terms and conditions of this Agreement, the terms and conditions of this agreement shall control.

By signing this Agreement, the Gila County Manager is giving the County's consent to the Firm to allow it to undertake the above-described representation.

IN WITNESS WHEREOF, two (2) identical counterparts of this agreement, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY:**

**COPPERSMITH BROCKELMAN**

  
James Menlove, County Manager

  
Signature

9.20.2022  
Date



**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 060622-1**

*The following amendments are hereby incorporated into the agreement for the below project*

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**PEST CONTROL SERVICE FOR NORTHERN GILA COUNTY**

**FACILITIES MANAGEMENT**

**Effective** June 28, 2022, Gila County and Atomic Pest Control, LLC entered into a contract whereby Atomic Pest Control, LLC would provide Pest Control Service for Northern Gila County.

Facilities Management would like to increase the original contract amount by an amount of \$12,000 Thousand dollars and 00/100's (\$12,000.00) due to the addition of service locations in Young, AZ.

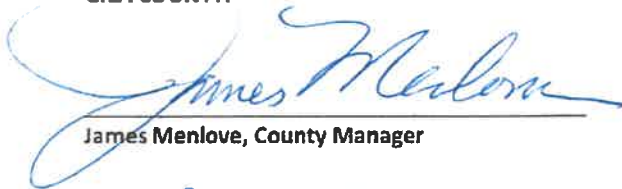
**Amendment No. 1 to Service Agreement No. 041518** will serve to increase the contract amount by an amount of Twelve Thousand dollars and 00/100's (\$12,000.00).

Consequently, the contract is amended to increase the contract amount by \$12,000.00 for a new total contract amount of Eighteen Thousand Five Hundred Eighty dollars and 00/100's (\$18,580.00).

All other terms, conditions, and provisions of the original Contract, shall remain the same and apply during the June 28, 2022, to June 27, 2023, renewal period.

**IN WITNESS WHEREOF**, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 20<sup>th</sup> day of September, 2022

**GILA COUNTY:**

  
James Menlove, County Manager

Date: 9.20.2022

**ATOMIC PEST CONTROL, LLC**

  
Signature

Diane Boers  
Print Name

**SERVICE AGREEMENT NO. 060622-1**  
**PEST CONTROL SERVICE FOR NORTHERN GILA COUNTY**

**THIS AGREEMENT**, made and entered into this 28<sup>th</sup> day of June, 2022, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Atomic Pest Control LLC, of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide routine pest control exterminating services for Northern Gila County facilities in a good and workmanlike and substantial manner and to the satisfaction of the County under the direction of the Gila County Facilities Manager or designee.

The Contractor shall:

- Provide all personnel, equipment, materials, supplies, services and supervision necessary for the successful and timely completion of pest control services for Northern Gila County facilities;
- Provide experienced, trained and responsible personnel to perform the required service. (Contractor and its employees working on this contract may be subject to a background check conducted by the County to ensure that no employee working at county facilities has any felony convictions, misdemeanors involving theft or dishonesty, is currently on probation for any crime, or has any current charges that could subject the employee to incarceration in the Gila County Jail);
- Perform all work in a safe manner and in accordance with current regulations;
- Ensure that no chemicals are stored at any facility;
- Treat each location with pesticides on the exterior and interior at each visit whether scheduled or a call back (Callbacks during the same period shall not be an extra charge);
- Adhere to all pesticide labels and all applicable requirements, laws and regulations;
- Mix and apply all chemicals according to the directions on the label and all accompanying or referenced literature;
- Use only pesticides which have been registered by the Environmental Protection Agency (EPA) and the Arizona State Chemist; and
- Provide the LOC Material Safety Data Sheets (MSDS) for all chemicals which are being used at the service location.

All work under this agreement shall be performed after 5:00 pm (Preferably Fridays), unless otherwise requested by the County.

**LICENSURE/CERTIFICATION COMPLIANCE**

Contractor shall:

- Be licensed by the Arizona Office of Pest Management;
- Ensure each employee has a current Arizona State Application License;
- Maintain all applicable City, County, State, and Federal required licenses; and

- Have no felony convictions of any kind, misdemeanors involving theft or dishonesty, or be currently on probation for any crime.

#### **SERVICED LOCATIONS AND FEE'S**

- Refer to **Attachment "A"** by mention made a binding part of this agreement.

The County shall have the option to add or remove locations as needed during the term of the agreement. The Contractor will be given a written notice by the County, if the County so chooses to make such changes. If locations are removed and added, fees shall be negotiated at that time, completed as a change order to the contract, and must have County Manager approval.

**ARTICLE 2 - TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - Certification of No Forced Labor:** The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

**ARTICLE 5 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. Policy shall be endorsed to **include master key coverage.**
- b. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**
- c. Policy shall be endorsed to **include coverage for "care-custody-control".**

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

- Each Accident \$100,000
- Disease – Each Employee \$100,000
- Disease – Policy Limit \$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

4. **Fidelity Bond or Crime Insurance**

Bond or Policy Limit \$\_\_\_\_\_

- a. The bond or policy shall be issued with limits of 50% of the contract value or \$50,000 - whichever amount is greater.
- b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.



- c. The bond or policy shall **include coverage for third party fidelity.**
- d. The bond or policy shall **include coverage for extended theft and mysterious disappearance.**
- e. The bond or policy **shall not contain a condition requiring an arrest and conviction.**

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
- 1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  - 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  - 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to, **Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to, **Gila County Purchasing, 1400 E. Ash St., Globe, AZ, 85501.**

The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 6 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

**ARTICLE 7- WARRANTY:** Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose.

Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion.

All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 8- LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 9 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 10 – RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 11 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure.

The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**ARTICLE 12 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract



between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect

**ARTICLE 13- NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 14- GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 15- TERM:** The term of the agreement shall commence on the date it is signed by the County Manager and continue in full force and effect for a period of one year from that date, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the option, to renew the agreement for three (3) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original agreement shall remain the same and apply during the renewal period.

**ARTICLE 16 - PAYMENT/BILLING:** Contractor shall be paid pursuant to the attached payment schedule but in no event shall payment exceed \$6,580.00 without prior written approval from the County.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

The Arizona State Library, Archives and Public Records requires that the following information must also be included with each invoice and be retained for five (5) years.

- Name of Pesticide Used at Location
- Pesticide Manufacture
- Mixture & Application Rates Used at Location
- Time of Day Applied

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the Accounts Payable Department receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

**IN WITNESS WHEREOF**, two (2) identical counterparts of **Agreement No. 060622-1**, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
\_\_\_\_\_  
James Menlove, County Manager

ATOMIC PEST CONTROL LLC

  
\_\_\_\_\_  
Signature

Date:

6.28.2022

Print Name

Dione Boers

**PROFESSIONAL SERVICES CONTRACT NO. 082922**

**TEAM ON DEMAND SERVICES**

**SHERIFF'S OFFICE**

**THIS AGREEMENT**, made and entered into this 20<sup>th</sup> day of September, 2022, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Moetivations, of the City of Littleton, State of Colorado, hereinafter designated the Contractor.

**WITNESSETH:** The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the Services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Sheriff's Office Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Professional Services Contract 082922** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Professional Services Contract 082922** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Professional Services Contract 082922**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the Services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 - INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language:

**The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.**

**4. Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**B. ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

**C. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St, Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

**D. ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**E. VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

**ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the Services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

**ARTICLE 6 – WARRANTY:** Contractor expressly warrants that all goods or Services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or Services will conform to any statements made on the containers or labels or advertisements for such goods, or Services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or Services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or Services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or Services, Contractor warrants that such goods or Services will be fit for such particular purpose. Contractor warrants that goods or Services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or Services furnished hereunder shall not affect the Contractor’s obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor’s warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor’s sole cost and expense, defects of any goods or Services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or Services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and Services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County’s requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

**ARTICLE 7 – CERTIFICATION OF NO FORCED LABOR:** The Company does not currently, and agrees for the duration of this Agreement that the Company will not use:

1. The forced labor of Ethnic Uyghurs in the People’s Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People’s Republic of China; and,
3. Any contractors, subcontracts, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People’s Republic of China.

The Company further agrees that if the Company becomes aware, during the term of the Agreement, that the Company is not in compliance with this Certification, the Company shall notify the County within 5 business days after becoming aware of the non-compliance. If the Company does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

**ARTICLE 8 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.



**ARTICLE 9 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for Services rendered and accepted material received by the County before the effective date of termination.

**ARTICLE 10– RELATIONSHIP OF THE PARTIES:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the Services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such Services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the Services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**ARTICLE 11 – NON-APPROPRIATIONS CLAUSE:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or Services covered under this Addendum.

**ARTICLE 12 – ENTIRE CONTRACT CLAUSE:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**ARTICLE 13 – NON-WAIVER OF ENFORCEABILITY:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

**ARTICLE 14 – GOVERNING LAW:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**ARTICLE 15– TERM:** The Contract commences on September 1, 2022, and remains in effect through June 30, 2023.



**ARTICLE 16 - PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$4,908.51 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for Services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.


**IN WITNESS WHEREOF**, Professional Services Contract No. 082922 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
\_\_\_\_\_  
James Menlove, County Manager

Date: 9-20-2022

MOETIVATIONS

  
\_\_\_\_\_  
Signature

MAUREEN DIECKMANN  
Print Name

*See attached COI for insurance coverage.*