

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 TELEVIEWED TO THE GILA COUNTY TOMMIE CLINE MARTIN COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 707 S. COLCORD ROAD, PAYSON, ARIZONA. THE MEETING ROOMS WILL BE OPEN TO THE PUBLIC AT 9:00 A.M.

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 (Date and type of meeting ex: January 5th Regular Meeting) agenda by no later than 5 p.m. on Monday, (month and day ex: January 4th), by emailing the Deputy Clerk of the Board at strimble@gilacountyaz.gov or calling 928-402-8757. 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.

REGULAR MEETING - TUESDAY, MARCH 19, 2024 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
 - A. Presentation of Gila County General Fund financial data as it compares to the fiscal year 2024 Gila County Budget and fiscal years 2023, 2022, 2021, & 2020 year-to-date performance. **(Maryn Belling)**
 - B. Presentation of updated information for a Board of Supervisors' February 20, 2024, agenda item, which was regarding the advertisement of a March 29, 2024, online auction through Public Surplus to sell surplus or obsolete County vehicles. **(Maryn Belling)**
3. **REGULAR AGENDA ITEMS:**

- A. Information/Discussion/Action to ratify the Board of Supervisors' approval for the Sheriff's Office electronic submittal of a FY 2025 Drug, Gang, and Violent Crimes Control Grant Application to the Arizona Criminal Justice Commission in the amount of \$862,147.73 to renew grant funding that will be used for the salaries and benefits of the Sheriff's Office Drug, Gang, and Violent Crimes Task Force. **(Travis Baxley)**
- B. Information/Discussion/Action to approve the use of 1 Government Procurement Alliance Contract No. 22-02PV-18 with Sentinel Technologies, Inc. in the amount of \$92,368.54 for the purchase of 85 Meraki MR28 Wireless Access Point appliances with a 10-year license. **(Carrie Barling)**
- C. Information/Discussion/Action to adopt revised Policy No. BOS-FIN-016 - *Community Agency and Economic Development Funding*. **(Maryn Belling)**
- D. Information/Discussion/Action to repeal Resolution No. 23-09-03 and adopt Resolution No. 24-03-02, which authorizes the submittal of an application for a clean water state revolving fund loan from the Water Infrastructure Authority of Arizona not to exceed \$250,000 that will be used for the Gila County Cesspool Capital Improvement Project. **(Kayle Lathrop)**
- E. Information/Discussion/Action to approve Amendment No. 1 to Contract Agreement No. CTR063953 with Stantec Consulting Services, Inc. to extend the contract for the Monroe Street Improvement Project through August 30, 2024, in an amount not to exceed \$123,495.51. **(Alex Kendrick)**

- F. Information/Discussion/Action to approve Amendment No. 1 to Service Agreement No. 011124 - *Installation of Animal Control Box C-111* with Hartstra Manufacturing, LLC to extend the term of the contract from February 16, 2024, to June 30, 2024, with a not to exceed the amount of \$51,229. **(David LaForge)**
- G. Information/Discussion/Action to approve the use of the State of Arizona Contract Agreement No. CTR061839 with Skyline Builders and Restoration, Inc. in the amount of \$1,877,186.16 for the Payson Courthouse Remodel project. **(Joseph Dickison)**
- H. Information/Discussion/Action to approve Economic Development Agreement No. 03132024 between Gila County and the Rim Country Chamber of Commerce in the amount of \$2,500, which the Board has determined to be for the benefit of the public. **(James Menlove)**
- 4. **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 to appoint Shelbi Parker Wilson to the Gila County Cooperative Extension Advisory Board representing a principal business for the term of office that ends on December 31, 2025.
 - B. Approval of a Special Event Liquor License Application submitted by Rim Country Friends of Tonto Natural Bridge State Park to serve liquor at the Tonto Natural Bridge State Park located 10 miles North of Payson, Az for a special event to be held on June 1, 2024.

- C. Approval of a Special Event Liquor License Application submitted by Pine Strawberry Fuel Reduction Inc. to serve liquor at the Mary Ellen Randall Horse Ranch for a special event to be held on April 20, 2024.
 - D. Acknowledgment of the report for the County Manager approved contracts under \$50,000 for the month of January.
 - E. Approval of finance reports/demands/transfers for the reporting period of February 1, 2024, through February 29, 2024.
 - F. Approval of the Board of Supervisors' February 27, 2024, and March 5, 2024, meeting minutes.
5. **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.
6. 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 the 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-8594

Presentation 2. A.

Regular BOS Meeting

Meeting Date: 03/19/2024

Submitted By: Maryn Belling, Finance Director

Department: Finance

Information

Request/Subject

Presentation of Gila County General Fund financial data as it compares to the fiscal year 2024 Gila County Budget and fiscal years 2023, 2022, 2021, & 2020 year-to-date performance.

Background Information

At the request of the Gila County Board of Supervisors' Chairman and Members, the Finance Department has analyzed the year-to-date performance of both revenues and expenditures as compared to the 2024 Fiscal Year Budget.

This report contains General Fund fiscal data as of October 31, 2023 & November 30, 2023. Throughout the year, the Finance Department prepares reports to compare Gila County's income and expenses to the adopted budget. This information is provided for both the Board of Supervisors and the general public to strengthen our communication and transparency efforts.

We welcome feedback to improve the usefulness of the information. As we continue to make improvements in software compatibility, we anticipate being able to provide more timely data comparisons. In addition, at the request of Chairman Christensen, Vice-Chair Humphrey, and Supervisor Cline, we maintain these reports for future inclusion in the FY 2025 Budget Book.

Evaluation

Monthly Review Process- Monthly the Budget Manager reviews the Countywide Budget Performance Report for both revenues and expenses. By systematically evaluating each fund for its progress toward annual revenue and expenditure targets, Finance is able to communicate well with departmental leaders and keep notes for improving the preparation of future years' budgets. When extraordinary items arise, or department leaders have concerns about upcoming expenditures or revenues, Finance

works with departments and with the County Manager as appropriate to ameliorate concerns, advocate strategically, and provide insight on past decisions to ensure the vision for the current year's budget remains in focus.

Ongoing Communication- This approach extends beyond monthly Budget Performance Report review and includes: contract request assessments, repair maintenance discussions, and providing full-service communication about where items were budgeted so that we're consistent. In addition, working with departments to understand the timing of reimbursable grant-funded programs allows us to strategically plan for year-end receivables and cash balances.

Conclusion

January 2024 Year-to-Date Fiscal Year 2024 Summary

General Fund Revenues:

At the end of January 2024, Gila County’s General Fund Revenues were at 49% of the annual budget compared to a 7-month target of 58%. In total, Fiscal Year 2024 year-to-date revenues are \$1.8M more than the same timeframe in Fiscal Year 2023.

Primarily this difference is the \$3M grant from the State Department of Veterans Services. Without that, year-to-date revenues would be \$1.2M less than the prior year, due to timing of State Shared Sales Tax and annual EORP Circuit Breaker Funding being delayed.

General Fund Expenditures:

General Fund Expenditures including Encumbrances at 1/31/2024 are 55% of the budget compared to a 58% YTD target and \$1.8M higher than 1/31/2023.

The remaining year-over-year increase is attributable to:

Salaries & Employee Related Expenses	1,224,792	
Bond Interest & Fees (due to timing in 2022 and 2023 Fiscal Years)	548,941	

Gila County general fund departments continue to align with the Gila County Strategic Plan priorities including Responsible Resource Management, Robust Communication, and Safety.

Recommendation

Presentation of Gila County General Fund financial data as it compares to the fiscal year 2024 Gila County Budget and fiscal years 2023, 2022, 2021, & 2020 year-to-date performance.

Suggested Motion

Presentation of Gila County General Fund financial data as it compares to the fiscal year 2024 Gila County Budget and fiscal years 2023, 2022, 2021, & 2020 year-to-date performance. **(Maryn Belling)**

Attachments

January 2024 Narrative

Bar Chart



Gila County

Finance Department

Maryn Belling, Finance Director

mbelling@gilacountyaz.gov

928-402-8743

January 2024 Year-to-Date Fiscal Year 2024 Summary

General Fund Revenues:

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General Fund Expenditures:

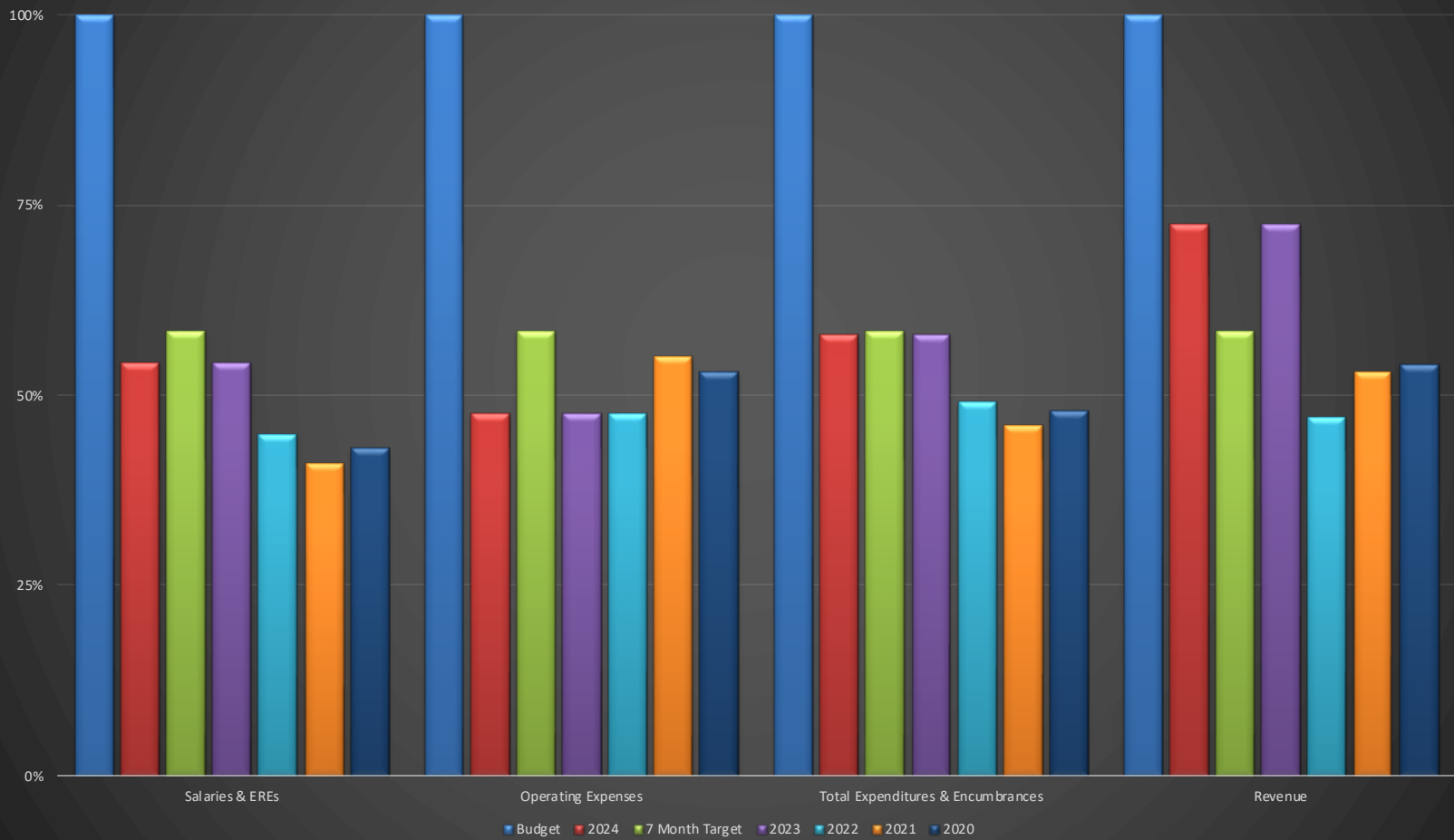
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Bond Interest & Fees (due to timing in 2022 and 2023 Fiscal Years)	548,941

Gila County general fund departments continue to align with the Gila County Strategic Plan priorities including Responsible Resource Management, Robust Communication, and Safety.

Gila County General Fund Performance
Revenue & Expenses vs 2024 Budget
and 2020, 2021, 2022, 2023 YTD



ARF-8616

Presentation 2. B.

Regular BOS Meeting

Meeting Date: 03/19/2024

Submitted By: Maryn Belling, Finance Director

Department: Finance

Information

Request/Subject

Update regarding the County's Public Surplus vehicle auction on March 29, 2024

Background Information

On February 20, 2024, the Gila County Board of Supervisors approved a Public Surplus online vehicle auction. During that presentation, staff presented a bidder reserve of \$150 applicable to the final purchase price. Updated information from Public Surplus information indicates the bidder reserve is \$50, refundable, and not applicable to final purchase price.

Evaluation

On February 20, 2024, the Gila County Board of Supervisors approved a Public Surplus online vehicle auction. During that presentation, staff presented a bidder reserve of \$150 applicable to the final purchase price. Updated information from Public Surplus information indicates the bidder reserve is \$50, refundable, and not applicable to final purchase price.

Today's presentation is to share information because the deposit isn't applicable to the final purchase price and is lower than originally presented.

Conclusion

n/a

Recommendation

n/a

Suggested Motion

Presentation of updated information for a Board of Supervisors' February 20, 2024, agenda item, which was regarding the advertisement of a March 29, 2024, online auction through Public Surplus to sell surplus or obsolete County vehicles. **(Maryn Belling)**

Attachments

No file(s) attached.

ARF-8610

Regular Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 03/19/2024

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: FY 2025

Budgeted?: Yes

Contract Dates July 1, 2024 through

Grant?: Yes

Begin & End: June 30, 2025

Matching Yes

Fund?: Renewal

Requirement?:

Information

Request/Subject

FY 2025 Drug, Gang, and Violent Crimes Control Grant Application.

Background Information

On February 22, 2024, the Gila County Sheriff's Office electronically submitted the FY 2025 Arizona Criminal Justice Commission (ACJC) Drug, Gang, and Violent Crimes Control Grant Application in the amount of \$862,147.73. The grant application had to be submitted no later than February 23, 2024.

Evaluation

The ultimate initiative of the Gila County Drug, Gang and Violent Crimes Task Force is to protect life, property, and the rights of individuals, so it is imperative that the Sheriff's Office continue to submit grant applications to the ACJC to obtain continued grant funding for its Task Force. The source of the matching funds that are required will come from the County's General Fund.

Conclusion

On February 22, 2024, the Gila County Sheriff's Office electronically submitted the FY 2025 ACJC Drug, Gang and Violent Crimes Control Grant Application in the amount of \$862,147.73, for a performance period of July 1, 2024, through June 30, 2025, to provide salaries and employment-related expenses for the Task Force.

Per the Board of Supervisors' procedures, all grant applications must first

be approved by the Board of Supervisors. Due to time constraints, the Sheriff's Office submitted the Grant Application prior to receiving the Board of Supervisors' approval.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors ratify its approval for the electronic submission of the FY 2025 Arizona Criminal Justice Commission Drug, Gang and Violent Crimes Control Grant Application in the amount of \$862,147.73, which requires a 25% match in funds for a performance period of July 1, 2024, through June 30, 2025, to provide salaries and employment-related expenses for the Task Force.

Suggested Motion

Information/Discussion/Action to ratify the Board of Supervisors' approval for the Sheriff's Office electronic submittal of a FY 2025 Drug, Gang, and Violent Crimes Control Grant Application to the Arizona Criminal Justice Commission in the amount of \$862,147.73 to renew grant funding that will be used for the salaries and benefits of the Sheriff's Office Drug, Gang, and Violent Crimes Task Force. **(Travis Baxley)**

Attachments

Grant Application



ACJC Grant Application

Project Information

Submit Date	2/22/2024 2:13:04 PM
Program	Drug, Gang, and Violent Crime Control
Grant Period	FY 2025
Project Title	Gila County Drug, Gang, and Violent Crimes Task Force
Purpose Area	A - Apprehension

Agency Information

Type	Sheriff
Level	County
Agency Name	Gila County Sheriff's Office
Department	Gila County Sheriff's Office
UEI Number	C8EKKJK67XB
SAM Registered?	Yes
Mailing Address	P.O. Box 311 1425 South Street Globe, Arizona 85501
Address	P.O. Box 311 1425 South Street Globe, Arizona 85501
Phone	928-402-1873
Fax	928-425-5674
Website URL	http://www.gilacountyaz.gov/government/sheriff

Agency Official Information

Name	John A Shepherd
Position	Sheriff
Agency	Gila County Sheriff's Office
Department	Administration
Address	P.O. Box 311 1425 South Street Globe, Arizona 85501
Phone	928-402-1873 Ext.
Fax	928-425-5674
Email	ashepherd@gilacountyaz.gov

Authorized Official Information

Name	Sarah A White
Position	Chief Civil Administrator
Agency	Gila County Sheriff's Office
Department	Administration
Address	P.O. Box 311 1425 South Street Globe, Arizona 85501
Phone	928-402-1873 Ext.
Fax	928-425-5674
Email	sawhite@gilacountyaz.gov

Project Official Information

Name	Travis W Baxley
Position	Commander
Agency	Gila County Sheriff's Office
Department	Gila County Drug, Gang, and Violent Crimes Task Force
Address	P.O. Box 311 1425 South Street Globe, Arizona 85501
Phone	928-402-1873 Ext.
Fax	928-425-5674
Email	tbaxley@gilacountyaz.gov

Financial Official Information

Name	Lieneke Mellema
Position	Accounting Clerk Specialist
Agency	Gila County Sheriff's Office
Department	Administration
Address	P.O. Box 311 1425 South Street Globe, Arizona 85501
Phone	928-402-1873 Ext.
Fax	928-425-5674
Email	lmellema@gilacountyaz.gov

Legal Official Information

Name	Bradley D Beauchamp
Position	County Attorney
Agency	Gila County Attorney's Office
Department	County Attorney
Address	1400 E. Ash Street Globe, Arizona 85501
Phone	928-402-8630 Ext.
Fax	
Email	bbeauchamp@gilacountyaz.gov

Civil Rights Official Information

Name	Travis W Baxley
Position	Commander
Agency	Gila County Sheriff's Office
Department	Gila County Drug, Gang, & Violent Crimes Task Force
Address	P.O. Box 311 1425 South Street Globe, Arizona 85501
Phone	928-402-1873 Ext.
Fax	928-425-5674
Email	tbaxley@gilacountyaz.gov

Other Official Information

Name	Sarah A White
Position	Chief Civil Administrator
Agency	Gila County Sheriff's Office
Department	Administration
Address	P.O. Box 311 1425 South Street Globe, Arizona 85501
Phone	928-402-1873 Ext.
Fax	928-425-5674
Email	sawhite@gilacountyaz.gov

Application Questions

Please provide the following project information

Question	Response
Provide a listing of agencies/organizations that will participate within the project to deliver the services proposed in the application. If none, answer "N/A."	The Arizona Department of Public Safety, the Gila County Attorney's Office, the Gila County Sheriff's Office, the Globe Police Department, the Hayden Police Department, the Miami Police Department, the Payson Police Department, the San Carlos Apache Police Department, the San Carlos Apache Recreation and Wildlife Law Enforcement Division, the Tonto Apache Police Department, the White Mountain Apache Police Department, the White Mountain Apache Game and Fish Department, the United States Bureau of Indian Affairs Drug Enforcement Bureau, the United States Drug Enforcement Administration, the United States Federal Bureau of Investigations, the United States Homeland Security Investigations, and the United States Forest Service Law Enforcement Division.
Include a mission statement that describes the focus or direction of the agency (e.g., task force, prosecutorial agency, etc.) in addressing drug, gang, and violent crime. If the agency is part of a larger, diverse service organization, use the mission statement that is most closely related to the program applying for funding.	The Gila County Drug, Gang, and Violent Crimes Task Force is a Multi-Agency/Multi-Jurisdictional Unit that conducts narcotic, gang, and violent crime investigations. Our mission is to disrupt, interdict, and dismantle such offenses in order to reduce criminal activities inside and outside our communities. Through city, county, state, tribal land federal inter-agency collaborations, this Task Force focuses on identifying and initiating investigations on violent crimes and on individuals, gangs, organizations, and cartels involved in cultivating, manufacturing, transporting, distribution, use and sale of marijuana, narcotic and dangerous drugs. Through this Multi-Agency effort, this Task Force: - Attains successful interdictions, apprehensions and prosecutions of subjects involved in illicit drug, gang, and violent crimes. - Provides training on K-9, criminal interdiction, firearms tactics, and defensive tactics. - Initiates investigations, provides assistance, resources, and intelligence to all requesting agencies. - Partners with various community organizations and provides school and public K-9 demonstrations along with educational programs throughout Gila County, the San Carlos Apache Reservation, Tonto Apache Reservation as well as the White Mountain Apache Reservation. The Task Force focus is to protect life, property, and the citizens within our communities and surrounding areas.

Please provide a description of what funds will be used as the required hard cash matching funds of 25% of the total award. Provide one of the following descriptions: *General Fund; *Rico; *HIDTA, *Other (list the source). Please note federal funds cannot be used to match other federal dollars, and use of match funds must be in accordance with the appropriating authority or guidelines and policies applicable to those specific fund sources.

Question	Response
Describe what funds will be used as the required match.	Gila County will utilize general funds for the matching funds requirement

Problem Statement

Identify the problem in your community that the grant funded program will address. Be very specific and include statistical data (with citations) to define the severity of the identified problems

Limited resources

With approximately 53,000 people Gila County covers approximately 4,760 square miles, with 56% of Gila County being federal forest and state land. The sparse population has a small tax base therefore limiting resources [1]. The terrain is comprised of high deserts, remote and rugged mountain landscape. Gila County also has three tribal reservations, the San Carlos Apache, Tonto Apache, and White Mountain Apache. These reservations encompass approximately 37% of the land mass.

Criminal Organizations

The nexus that Gila County has to Mexico is that it is a major corridor in Arizona for illegal human and drug

Problem Statement

trafficking from its borders. According to the D.E.A. and the Arizona HIDTA Investigative Support Center, Arizona serves as a major distribution, hub, storage area and transshipment point for Mexican methamphetamine, heroin, fentanyl, and cocaine being smuggled into domestic cities throughout the United States. Gila County has identified five 5 major drug corridor routes: U.S. Hwy 60 from Phoenix to the State of New Mexico, U.S. Hwy 70 from Lordsburg, New Mexico to I-40, SR 77 from Tucson to I- 40, SR 87 from Phoenix to I-40.

Phoenix, Tucson, and other metropolitan areas are in close proximity to Gila County and have been deemed distribution centers for Mexico, Columbia, and Asian countries [2].

In 2023 the Task Force conducted 1408 interdiction stops of which 80% on the five major drug corridor routes: U.S. Hwy 60, Hwy 70, SR 77, SR 87 and SR73. During these interdiction details, 119 suspects were arrested [3].

Like the national trend the Task Force continues to see an increase in the amount of methamphetamine seized (increase of 138% since 2021/22) and the amount of fentanyl seized (605,986) pills in 2021/22 to (4,101,840) pills in 2023/24, an increase of 577% [4].

Controlled Prescription Drugs (CPD) and Fentanyl

New guidelines to reduce CPD abuse has left many to turn to illegitimate sources. Drug Trafficking Organizations DTO's are disguising fentanyl as CPD which may be considerably more potent than the legitimate CPD. In 2023 of the non-fatal opioid overdose events 74.80% had Fentanyl as a drug component. Gila County has seen an increase (in 2023) of 60% in opioid overdose deaths since 2020 [5].

The Task Force collaborates with the Sheriff's Office to try to curtail the availability of pharmaceutical narcotic prescription drugs. The collaboration of taking for destruction the narcotic drugs left behind by deceased individuals during a death investigation helps curtail the availability of drugs reaching the street.

Tribal Law Enforcement

The San Carlos, Tonto and White Mountain Reservations pose a challenge to law enforcement as it relates to the inability to enforce laws, gather intelligence on drug trafficking, gangs, and utilization of resources to suppress criminal activities on and off tribal lands. The Task Force has collaborated with both tribal and federal law enforcement agencies in sharing intelligence information on methamphetamine, opioid, and cocaine investigations. About 17% of the agency assists were executed on tribal land [6].

Gang Activity

The Arizona Gang Threat Assessment (2023) as well as the Task Force list the most frequently reported drugs with gang involvement to be methamphetamine and fentanyl. Also, both have seen an increase in recruiting of new gang members using social media like Facebook, Instagram, and Snapchat [7]. In FY2023 the Task Force identified 29% more gang members than in FY2022 [8]. Found was a strong representation of outlaw motorcycle gangs such as the "Loners", "Loose Cannons", "Old Bastards", "Satanic Mechanics", "Desert Souls", "Lost Dutchmen" and "Hells Angels". They are actively being used by the "Hells Angels" to recruit new members in Gila County by way of opening club houses. It has been well published that the outlaw motorcycle gangs are involved in distribution of illegal drugs and have used violence as part of the criminal enterprises [9].

The main street gangs in Gila County are, East Side Globe, variety of Blood factions, Crip Factions, Dine Pride, Warrior Society, Aryan Brotherhood, Juggalos, Mexican Mafia, and White Supremist gangs. From 2018/19 to 2023/24 the Task Force exposed gang members on the San Carlos Apache, Tonto Apache, and White Mountain reservations with factions of the "Bloods" and "Crips" street gangs that are involved in drug sales/distribution, transportation of illicit drugs and weapons on/off tribal lands. The Task Force has connected intelligence that these gangs are connected to a hybrid street level gang in southern Gila County that is also involved in sales/distribution of illicit drugs along with the sales of weapons [10].

Project Summary

Provide a summary of the program the ACJC grant funds will support. Include how the program addresses the problem in the community, what services are provided, the population served, why it is important and how it is unique. Identify future potential funding bastards, to satunre the program is ongoing beyond the funding availability.

Task Force Program

Project Summary

The Task Force is an important and unique entity within Gila County. It brings intelligence, support agencies, tools, and needed personnel together to investigate cases that would otherwise go uninvestigated. Task Force is a strong entity that takes charge of investigations dealing with drugs, gangs, and violent crimes.

Task Force Capacity

Task Force is governed by a 3-member board consisting of the Gila Co Sheriff, Globe PD Chief, and Gila Co Attorney. Gila Co SO is the umbrella agency and handles administrative/financial operations of Task Force. It is comprised of a Task Force Commander and Sgt (GCSO), (4) detectives (3) GCSO, and (1) Globe PD, and (3) K9 units (GCSO) based out of Globe and Payson. County Attorney has a prosecutor assigned to all cases maintaining a strong working relationship. The Task Force serves an approximate population of 53,000 people encompassing about 4,760 sq miles.

Task Force Activities

Interdiction

Daily operations include north, and southbound interdiction efforts dictated by actionable intelligence focusing on arrest operations and prosecutions.

Education

Education is a key component in curbing the use and abuse of illicit drugs. Task Force coordinates with several agencies:

- Providing awareness education and K9 demonstrations in schools throughout Gila County, and on Reservations [1].
- Raising awareness of substance abuse/prevention, and treatment programs offered through law enforcement to adult and juvenile populations in our communities [2].

Multi-Agency/Multi-Jurisdictional Unit

Task Force leads its activities by working with every law enforcement entity in Gila County:

Responds with personnel to assist agencies [3] that have insufficient investigators.
Conducts warrant roundups for drug, gang, and violent crime offenders [4].

Coordinates criminal interdiction details of drug routes Hwy 60 and 70, along with SR 188, 77, and 87 [5].

Sustainability Plan

Task Force has developed a sustainability plan in the event of financial changes to the life of the grant project. The vision of Task Force is to branch into a larger multi-agency task force, with federal agency partnerships, and assigned analyst. Sustainability plan includes identifying new funding streams from our collaborative partnerships to augment expenses of the grant project. All practices of Task Force are evaluated monthly, in terms of financial impact to the program operation and its overall success. This is done to identify future improvement and monitor budget line items. Personnel in the grant receive continuous training which is critical in the sustainability of the grant project.

Gaps in Service

Compared to FY21 Task Force has seen a huge increase from \$21 in FY21 to \$154 in FY23 of drug value removed per grant dollar expended [6]. This indicates the Task Force's effective use of grant money. An increase in funding would give Task Force the opportunity to realize its full potential and achieve its mission to complete and prosecute cases that would otherwise go uninvestigated, to disrupt, interdict, and dismantle drug, gang, and violent crimes and reduce crime in Gila County.

Evidence Based

Since 2014 Task Force has been using a method similar to "High Point Drug Market Intervention", rated "Effective" by the National Institute of Justice [7]. High-density crime areas were identified; area surveillance was added,

Project Summary

identifying dealers. Task Force made cases against each individual by using undercover officers or confidential informants (CI's) who made purchases from these individuals that were recorded by digital audio and video. Identified offenders were explained sanctions of their offenses and the need to stop future offending. During "Resource Delivery" Task Force spoke with offenders (CI's) and informed them if they continued dealing, they would be arrested immediately; if they chose to stop moving forward no punitive action would be taken against them. This let offenders know the consequences and their chances of being arrested. They were referred to community services assisting them to stop their criminal activity. Since 2014 we have not seen our informants arrested for drug crimes.

Project Collaboration

Programs must demonstrate a strong collaborative effort in each of these areas: law enforcement, prosecution, service providers, community organizations and other social service agencies. List the public and private organizations your agency collaborates with in connection with your grant (excluding participating agencies already identified in the 'General Information' section).

Local Agencies:

Task Force coordinates any intelligence that may be conducive to furthering cases involving drugs, warrants and marijuana cultivation in collaboration with:

Apache County SO, Maricopa County SO, Navajo County SO, Yavapai County SO, Apache Junction PD, Pinal County SO, and Superior PD.

Task Force coordinates any intelligence that may be conducive to furthering cases involving drugs, narcotic reversals, and warrants:

Arizona DPS, Globe PD, Miami PD, Payson PD, Chandler PD, Apache Junction PD, Graham Co SO, Mesa PD, Navajo Co SO, Pima Co SO, Pinal Co SO, Safford PD, Show Low PD, and Yavapai Co SO.

Task Force K9 Unit coordinates:

K9 training between Globe, Payson, San Carlos Apache PD, Tonto Apache PD, the Task Force and Gila Co SO
Random K9 sniffs of the Gila Co SO jail in collaboration with detention staff
K9 drug sniffs in all the schools in Gila Co, San Carlos, and White Mountain Reservations.

Task Force coordinates and promotes the legal interest of the county and promotes public safety by sharing legal ramifications for drug abuse offenders in our communities with:

Gila Co Attorney's Office, who handles all prosecutions, civil forfeitures, and contracts to suspects used in case investigations along with legal opinions on case investigations.

United States Attorney's Office, who handles federal prosecutions, civil forfeitures, along with legal opinions on case investigations.

Task Force coordinates on home visits and intelligence reference to subject(s) who are on probation/parole and who may be involved in current criminal activity:

Gila Co Probation and AZ D.O.C. Parole Division.

State Agencies:

Task Force teams up with intelligence on wanted suspects that have a nexus to the Gila County area with:

East/West Valley Fugitive Task Force and U.S. Marshall's Task Force.

Task Force collaborates on case work on new drug cases involving juvenile(s) in a dangerous or violent atmosphere with:

Arizona Department of Child Safety.

Task Force coordinates efforts with criminal interdictions through their K9 units and uniform personnel working the major thoroughfares in Gila County with:

Project Collaboration

AZ DPS, Globe PD, Miami PD, San Carlos Apache PD, Tonto Apache PD, White Mountain Apache PD, Arizona HIDTA, DEA, FBI, HSI, and BIA.

Task Force collaborates investigations involving methamphetamine and/or butane hash oil lab investigations with:

AZ DPS Special Operations Unit/HAZMAT, Maricopa County SO Clandestine Drug Lab Task Force, and DEA.

Task Force coordinates information gathered on any criminal activity in and outside of Gila County area in collaboration with:

Arizona HIDTA-Phoenix/Tucson area and RMIN RISSAFE.

Out of State Agencies:

Task Force collaborates with intelligence, criminal investigations, and controlled deliveries in their area with:

Alamogordo PD, Albuquerque PD, Bernalillo Co SO, Otero Co SO, Regan Co SO, Kansas State Highway Patrol, Idaho State Police, Texas Highway Patrol, and New Mexico State Police.

Federal Agencies:

Task Force collaborates with intelligence and dissemination of secure, accurate and timely intelligence with:

Arizona HIDTA, Arizona Counter Terrorism Information Center, DEA, BIA, FBI, and HSI.

Task Force provides support in a collaborated effort in criminal interdiction operations/initiatives and provides intelligence data to enhance efforts to target and interdict smuggling and transporting operations with:

Arizona HIDTA Domestic Highway Enforcement, DEA, and HSI.

Task Force collaborates with intelligence and criminal investigations on the San Carlos, Tonto, and White Mountain Reservations with:

BIA and FBI.

Task Force collaborates during marijuana cultivations/eradication investigations with:

U.S. Forest Service and DEA.

Tribal Agencies:

Task Force coordinates any intelligence that may be conducive to furthering cases involving drugs, gang, and warrants with:

San Carlos PD, Tonto Apache PD, and White Mountain Apache PD.

Schools:

Task Force collaborates with all the schools listed in conducting drug awareness and K9 demonstrations, along with K9 drug sniffs for contraband on a continuing basis:

Elementary Schools: Charles Bejarano, Copper Rim, Destiny, Hayden, Julia Randall, Pine/Strawberry and Tonto Basin.

Middle/Junior High School: Hayden, High Desert, Lee Kornegay, Rim Country, San Carlos, and Young.

High School: Alchesay, Globe, Hayden, Miami, Payson, and San Carlos.

Other Organizations:

Task Force is provided with information on possible drug activity they may become aware of during a call for service by:

Project Collaboration

Arizona Public Service, Arizona Water Company, City of Globe Water Department, and Southwest Gas Company.

Task Force is given insight on current drug trends that are being abused in Gila County by the Cobre Valley Regional Medical Center and Banner Payson Medical Center. These hospitals also provide patients with resources on how to prevent drug abuse.

Task Force collaborates with:

Community Bridges/ Alcohol Rehabilitation in Globe and Payson areas. This organization provides educational efforts and quality treatment for substance abuse disorder. Recovering addicts share their stories to help draw a clear picture about stages of addiction and recovery.

See attachment for recent collaboration examples.

Evaluation Plan

How will you evaluate the effectiveness of the program activities? Please indicate how the results of program evaluation activities have made, or will make an impact on the way the program provides services.

Each month, the Gila County Drug, Gang, and Violent Crimes Task Force Commander will compile statistical data filled out by each detective on a task force computer generated "Alliance Report" form. The "Alliance Report" has the pertinent information from the case investigation along with information as to the suspect(s) and any type of illicit drug, property, weapons, or U.S. currency that is seized. Each "Alliance Report" also has a narrative as to the details of the investigation. The computer-generated information will then be summarized onto a monthly report and the monthly reports will be reported back the Arizona Criminal Justice Commission as the Bureau of Justice in an on-line quarterly report.

The Gila County Drug, Gang, and Violent Crimes Task Force personnel meet monthly to discuss the statistical data to be reported and where the data stands with our goals and objectives to interdict, assist, initiate, and prosecute cases. Also, included in those meetings, informant case status is discussed to determine if any new informants are being utilized or the need to deactivate old informants due to inactivity.

The Gila County Drug, Gang, and Violent Crimes Task Force, in collaboration with community civic organizations, evaluate the drug awareness presentations by taking surveys from the different groups that receive and participate in the presentations. The Community Bridges Drug and Alcohol Rehabilitation Program Centers in coordination with the Gila County Drug, Gang, and Violent Crimes Task Force will continue providing an alternative for suspects such as rehabilitation, in lieu of incarceration and prosecution in the courts when the situation is feasible.

The Task Force also conducts drug awareness presentations in collaboration with the staff of the centers. Task Force personnel documents all the information they receive and the number of attendees which is documented on a Task Force "Alliance Report" form.

Goals and Objectives

Objective	Benchmark	Response
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Objective	Benchmark	Response
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Objective	Benchmark	Response
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To reduce or disrupt the flow of illicit drugs imported, transported, and sold in the community.

Objective	Performance Measure	Benchmark	Response
1.1 Increase arrests for importing/transporting of illicit drugs	1. Number of arrests for transport/import of drugs	#	85
1.2 Increase arrests for distribution of illicit drugs	Number of arrests for distribution/sales of drugs	#	85
1.3 Disrupt methamphetamine labs	Number of methamphetamine arrests	#	125
	Number of clandestine labs seized	#	3
	Number of methamphetamine sites referred for mitigation/cleanup	#	3
1.4 Eradication marijuana grows	Initiate investigations and arrest of suspects cultivating	#	10
	Number of indoor grow/cultivation sites	#	5
	Number of outdoor grow/cultivation sites	#	5
1.5 Disrupt or dismantle drug trafficking organizations	Number of drug trafficking organizations disrupted	#	20
	Number of drug trafficking organizations dismantled	#	12
1.6 Arrest of criminal street organizations	Number of arrests of criminal street gang members	#	25
1.7 Increase number of prescription drugs for sale	Number of arrests for distribution/sale of prescription drugs	#	19
	Number of arrests for buy and/or receiving of prescription drugs	#	25
	Number of arrest for possession of prescription drugs	#	25

Strengthen collaborative partnerships between federal, tribal, state, and local law enforcement and prosecutorial agencies.

Objective	Performance Measure	Benchmark	Response
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2.1 Conduct, coordination, or collaborative

Objective	Performance Measure	Bench mark	Resp onse
activites with other agencies	Number of deconfliction events	#	30
	Number of tips/lead to other task forces	#	35
	Number of counter terrorism referrals	#	4
	Number of drug-endangered child referrals or calls to the Department of Child Safety	#	14
	Number of drug interdiction activity assists	#	100
2.2 Conduct intelligence-driven collaborative investigations	Number of intelligence driven collaborative investigations	#	30
	Number of intelligence driven collaborative investigations resulting in arrests	#	35
	Number of intelligence driven collaborative investigations resulting in drug seizures	#	35

Coordinate training/education programs with the partnerships between federal, tribal, local law enforcement, prosecutorial agencies, community organizations, and educational facilities.

Objective	Performance Measure	Benc hmar k	Resp onse
3.1 Conduct, coordination, and collaborative presentations with other law enforcement agencies	Number of trainings provided to law enforcement/prosecutorial agencies	#	55
	Number of trainings/presentations provided to community/civic organizations	#	20
	Number of trainings/presentations provided to educational facilities	#	15

Project Budget

Personal Services

Match	Position Title	Units	Rate	Subtotal Salary	ERE Amount	Total
	GCSO Commander	1.0	\$107,950.00	\$107,950.00	\$33,842.32	\$141,792.33
	GCSO Sergeant	1.0	\$87,932.00	\$87,932.00	\$29,562.74	\$117,494.74
	GCSO Detective	1.0	\$80,514.00	\$80,514.00	\$27,978.62	\$108,492.62
	GCSO Detective	1.0	\$76,993.00	\$76,993.00	\$27,224.72	\$104,217.72
	GCSO Detective	1.0	\$69,932.00	\$69,932.00	\$25,714.00	\$95,646.00
	GCSO Accounting Clerk	1.0	\$41,383.00	\$41,383.00	\$18,489.92	\$59,872.92
					Salary:	\$464,704.00
					ERE:	\$162,812.32
					Non-Match:	\$470,637.25
					Match:	\$156,879.08
					Total:	\$627,516.33

Enter Personal Services narrative below:

The Gila County Drug, Gang, and Violent Crimes Task Force would like to branch into a larger multi-agency task force and is therefore requesting funding for:

(1) GCSO Commander, to direct the Task Force and to enforce Local, State, and Federal laws, according to policies, procedures, and regulations.

(1) GCSO Sergeant, to help manage, supervise the operations of the Task Force, enforce Local, State, and Federal laws, according to policies, procedures, and regulations.

(3) GCSO Detectives, to facilitate the justice process by conducting investigations into serious crimes as well as enforce Local, State, and Federal law, according to policies, procedures, and regulations.

(1) GCSO Accounting Clerk, to facilitate the accounting operation for the Task Force and to ensure compliance with all State and Federal laws along with County and Internal policies and procedures.

Enter Personal Services ERE narrative below:

GCSO Commander Position: \$107,950.00

Health Insurance (\$10,165/annually): 9.42%
 Deputies Retirement: 9.22%
 FICA/Medicare: 7.65%
 Deputies Workman's Comp: 4.50%
 Clothing Allowance (\$600.08/annually): 0.56%
 Total ERE: 31.35%

GCSO Task Force Sergeant: \$87,932.00

Health Insurance (\$10,165/annually): 11.56%
 Deputies Retirement: 9.22%
 FICA/Medicare: 7.65%
 Deputies Workman's Comp: 4.50%
 Clothing Allowance (\$600.08/annually): 0.68%
 Total ERE: 33.62%

GCSO Task Force Detective Position: \$80,514.00

Enter Personal Services ERE narrative below:

Health Insurance (\$10,165/annually): 12.63%
Deputies Retirement: 9.22%
FICA/Medicare: 7.65%
Deputies Workman's Comp: 4.50%
Clothing Allowance (\$600.08/annually): 0.75%
Total ERE: 34.75%

GCSO Task Force Detective Position: \$76,993.00

Health Insurance (\$10,165/annually): 13.20%
Deputies Retirement: 9.22%
FICA/Medicare: 7.65%
Deputies Workman's Comp: 4.50%
Clothing Allowance (\$600.08/annually): 0.78%
Total ERE: 35.36%

GCSO Task Force Detective Position: \$69,932.00

Health Insurance (\$10,165/annually): 14.54%
Deputies Retirement: 9.22%
FICA/Medicare: 7.65%
Deputies Workman's Comp: 4.50%
Clothing Allowance (\$600.08/annually): 0.86%
Total ERE: 36.77%

GCSO Accounting Clerk Position: \$41,383.00

Health Insurance (\$10,165/annually): 24.56%
Retirement: 12.27%
FICA/Medicare: 7.65%
Workman's Comp: 0.20%
Total ERE: 44.68%

Overtime

Match	Position Title	Units	Rate	Subtotal Wages	ERE Amount	Total
		0.00	\$0.00	\$0.00	\$0.00	\$0.00
					Wage:	\$0.00
					ERE:	\$0.00
					Non-Match:	\$0.00
					Match:	\$0.00
					Total:	\$0.00

Enter Overtime narrative below:

Enter Overtime ERE narrative below:

Contractual/Consultant Services

Match	Description	Type	Units	Rate	Subtotal	ERE Amount	Total
	Globe Police Detective	Consultant	1.0	\$56,762.00	\$56,762.00	\$60,553.70	\$117,315.70
	Globe Police Detective	Consultant	1.0	\$56,762.00	\$56,762.00	\$60,553.70	\$117,315.70

Match	Description	Type	Units	Rate	Subtotal	ERE Amount	Total
						Subtotal:	\$113,524.00
						ERE:	\$121,107.40
						Non-Match:	\$175,973.55
						Match:	\$58,657.85
						Total:	\$234,631.40

Enter narrative below:

(2) Globe Police Department Detectives, to facilitate the justice process by conducting investigations into serious drug, gang, and violent crimes as well as enforce Local, State, and Federal laws, according to policies, procedures, and regulations.

Enter Contractual ERE narrative below:

Globe PD Detective Position: \$56,762.00

Health Insurance: 48.29%
Deputies Retirement: 45.88%
FICA/Medicare: 7.65%
Deputies Workman's Comp: 4.86%
Total ERE: 106.68%

Globe PD Detective Position: \$56,762.00

Health Insurance: 48.29%
Deputies Retirement: 45.88%
FICA/Medicare: 7.65%
Deputies Workman's Comp: 4.86%
Total ERE: 106.68%

In-State Travel

Match	Expense Type	Units	Amount	Total
		0.00	\$0.00	\$0.00
			Non-Match:	\$0.00
			Match:	\$0.00
			Total:	\$0.00

Enter narrative below:

Out-of-State Travel

Match	Expense Type	Units	Amount	Total
		0.00	\$0.00	\$0.00
			Non-Match:	\$0.00
			Match:	\$0.00
			Total:	\$0.00

Enter narrative below:

Confidential Funds

Match	Expense Type	Amount	Total
		\$0.00	\$0.00
		Non-Match:	\$0.00
		Match:	\$0.00
		Total:	\$0.00

Enter narrative below:

Registration/Training Expenses

Match	Expense Type	Quantity	Each	Total
		0.00	\$0.00	\$0.00
			Non-Match:	\$0.00
			Match:	\$0.00
			Total:	\$0.00

Enter narrative below:

Capital Equipment

Match	Expense Type	Quantity	Each	Total
		0.00	\$0.00	\$0.00
			Non-Match:	\$0.00
			Match:	\$0.00
			Total:	\$0.00

Non-Capital Equipment

Match	Expense Type	Quantity	Each	Total
		0.00	\$0.00	\$0.00
			Non-Match:	\$0.00
			Match:	\$0.00
			Total:	\$0.00

Enter narrative below:

Supplies Purchases

Match	Expense Type	Quantity	Each	Total
		0.00	\$0.00	\$0.00

Match	Expense Type	Quantity	Each	Total
			Non-Match:	\$0.00
			Match:	\$0.00
			Total:	\$0.00

Enter narrative below:

Other Operating Expenses

Match	Expense Type	Quantity	Each	Total
		0.00	\$0.00	\$0.00
			Non-Match:	\$0.00
			Match:	\$0.00
			Total:	\$0.00

Enter narrative below:

Additional Expenses

Match	Expense Type	Amount	Total
		\$0.00	\$0.00
		Non-Match:	\$0.00
		Match:	\$0.00
		Total:	\$0.00

Enter narrative below:

Federal Award:	\$301,751.71
State Award:	\$344,859.09
Match Required:	\$215,536.93
Grand Total:	\$862,147.73
Requested Award:	\$646,610.80

Financial Capacity

Will ACJC funds be used as matching funds for other grant program(s)?

No

If yes, please list the name(s) of the grant program and funding agency.

n/a

Provide the date of your last financial audit (A-133 or independent audit). Check "N/A" if your agency has yet to complete an audit.

06/30/2022

Did the audit result in a finding listed in the Schedule of Findings and Questioned Costs?

Yes

Policies & Procedures

Does the organization maintain policies which include procedures for assuring compliance with the terms of the grant award?

Yes

Does the organization maintain written codes of conduct for employees?

Yes

Does the organization maintain written procurement policies and procedures?

Yes

Accounting System

Is there a separate account maintained for grant funds?

Yes

How frequently does posting to the General Ledger occur?

Daily

Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?

Yes

Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

Yes

If yes, please provide an example.

Actual costs are recorded during the entire year and can be compared to what was budgeted at the start of the FY through a budget performance report.

Internal Controls

What safeguards has the grantee instituted to ensure adequate internal controls are in place within the organization? Please describe.

Separation of duties: related duties are assigned to different individuals.

Are time and effort distribution reports maintained for employees working fully or partially on grant programs and account for 100% of each employee's time?

Yes

Are employee time sheets supported by appropriately approved/signed documents?

Yes

Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?

Yes

Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment, and the preparation of payroll?

No

Are all accounting entries and payments supported by source documentation?

Yes

Does the organization have adequate staff to comply with the terms of the grant agreement?

Yes

Application Attachments

File Name

Task Force Commander job description.pdf

Task Force Deputy Sheriff Sergeant job description.pdf

Task Force Deputy Sheriff Detective job description.pdf

Accounting Clerk Specialist job description.pdf

Gila County Attorney's Office Letter of Support.pdf

Globe Police Department Letter of Support.pdf

Miami Police Department Letter of Support.pdf

San Carlos Apache Police Department Letter of Support.pdf

White Mountain Apache Game and Fish Department Letter of Support.pdf

AZ HIDTA Threat Assessment 2022.pdf

US Census Bureau Quick Facts Gila County 2023.pdf

Problem Statement Footnotes FY25.pdf

Gila County Threat Assessment.pdf

AZDHS Opioid Overdose.pdf

Arizona Gang Threat Assessment 2023.pdf

EDGE Report FY2015-2023 Overview.pdf

Project Summary Footnotes.pdf

High Point Drug Market Intervention.pdf

Collaborated Efforts.pdf

GilaCountyJune30_2022FinancialReport.pdf

GilaCountyJune30_2022SingleAudit.pdf

Gila County Sheriff's Office Letter of Support.pdf

Legal Statement

GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), 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 Grants Portal to document changes. In addition, the FPOC and PPOC must be assigned by the Primary Contact prior to payments being made.

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 to informed consent.

GRANTEE agrees to comply with all confidentiality requirements of 42 U.S.C section 3789g and 28 C.F.R. Part 22 that are applicable to the 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.

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

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.

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, 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.

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 the 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). Taskforce members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.

GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.

GRANTEE agrees that within 45 days of award, for any agency that is eligible to receive income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.

GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.

Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (<https://bja.ojp.gov/funding/performance-measures>). 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.

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.

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. 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.

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://bja.ojp.gov/national-environmental-policy-act-nepa-guidance> for programs relating to methamphetamine laboratory operations.

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.

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.

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 <https://bja.ojp.gov/program/dna-cebr/overview>.

Applicant Agreement

On behalf of the applicant agency, I certify to all of the following:

I have read and understand the conditions provided in the Special Conditions listed above;

All the information presented in this application is correct;

There has been appropriate coordination with affected agencies; and

The applicant agency will comply with the provisions of all applicable laws and conditions if awarded funds.

Signature Travis Baxley

Position Commander

Phone 928-402-1873

I Agree to Terms & Conditions Yes

ARF-8609

Regular Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 03/19/2024

Submitted For: Carolyn Bartling, IT Deputy Director

Submitted By: Stephanie Chaidez, Contracts Administrator

Department: Finance

Fiscal Year: FY24

Budgeted?: Yes

Contract Dates 02-20-2024 to

Grant?: No

Begin & End: 06-30-2024

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Approval to use 1 Government Procurement Alliance (1GPA) No. 22-02PV-18 for the purchase of 85 Meraki MR28 wireless access point appliances.

Background Information

The current WiFi connectivity within the County needs to be replaced to add a higher level of security for the network.

Evaluation

The IT Department has been evaluating the Meraki MR28 Wireless Access Point appliances, which will provide more secure enterprise-grade wireless access in the continuing efforts to keep the Gila County Network safe.

Conclusion

The Information Technology Department Director recommends the purchase of 85 Meraki MR28 Wireless Access Point appliances with a 10-year License to continue the ongoing efforts to secure the Gila County Network.

Recommendation

The Information Technology Department Director recommends the Board of Supervisors approve the use of 1 Government Procurement Alliance (1GPA) No. 22-02PV-18 for the purchase of 85 Meraki MR28 Wireless Access Point appliances with 10-year license at a cost of \$92,368.54.

Suggested Motion

Information/Discussion/Action to approve the use of 1 Government Procurement Alliance Contract No. 22-02PV-18 with Sentinel Technologies, Inc. in the amount of \$92,368.54 for the purchase of 85 Meraki MR28 Wireless Access Point appliances with a 10-year license.
(Carrie Barling)

Attachments

Government Procurement Alliance (1GPA) No. 22-02PV-18
Sentinel Technologies Proposal
1 Government Procurement Alliance Contract No. 22-02PV-18

CONTRACT AGREEMENT

Contract Name: WiFi Appliance Replacement

Contract No.: 1GPA Contract No. 22-02PV-18

Statement of Purpose and Need: Gila County wishes to utilize Sentinel Technologies, Inc. for WiFi Appliance Replacement. All Documents executed by 1GPA on Contract No. 22-02PV-18, apply to this procurement between Gila County and Sentinel Technologies 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 "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 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 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.

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.

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.

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.

Certification of No Israel Boycott: The Company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.

Contract End Date: 06-30-2024

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$92,368.54

Contract Information

Firm Name: Sentinel Technologies, Inc. Contact Person: Jovian Dobrzanski

Address: PO Box 85080 Phone No: 602-245-4705

City: Chicago State: IL 60680 Fax: _____ Email: jdobrzanski@sentinel.com

Special Notes:

Gila County is part of the Government Cooperative Procurement Alliance – 1GPA, for cooperative purchasing. By using the 1GPA contract with Sentinel Technologies, Inc., it will save the county in both time and money for a rate that has already been established in the Government Cooperative Procurement Alliance bidding process.

Authorization to use a Cooperative Purchasing Agreement with the 1GPA, Contract 22-02PV-18, for Microsoft Renewal approved this _____ day of _____, 2024.

GILA COUNTY BOARD OF SUPERVISORS:

Stephen Christensen, Chairman, Board of Supervisors

SENTINEL TECHNOLOGIES, INC.:



Authorized Signature

ATTEST:

Tim Hill

Print Name

James Menlove, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

The Gila County Attorney's Office



We have prepared a contract for you

Meraki APs and Licenses

Budgetary Proposal # 007180

1Government Procurement Alliance (1GPA) #22-02PV-18

Prepared for:

Gila County

Carrie Bartling
Cbartling@gilacountyaz.gov



Meraki MR28

Product Description	Qty	Price	Ext. Price
<i>Solution Subscriptions</i> - Unless explicitly indicated otherwise within this contract, the below term for these subscription services will automatically renew, absent at least ninety (90) days' notice of cancelation by Customer before the start of the renewal term. For subscription services that do not automatically renew, Customer must provide Sentinel with at least ninety (90) days' notice of its intention to renew the services and shall hold Sentinel harmless from any service interruption to result from the cessation of services due to Customer's failure to provide timely notice as stated herein.			
Meraki MR28 Wi-Fi 6 Indoor AP	85	\$251.00	\$21,335.00
Initial Term: 120 Months Requested Start Date: Upon Order Billing Model: Prepaid Renewal Term: Requote			
Meraki MR Enterprise License, 10YR	85	\$753.00	\$64,005.00
Subtotal:			\$85,340.00

Shipping and Handling

Product Description	Qty	Price	Ext. Price
Shipping & Handling - Billed as Actual	1	\$116.00	\$116.00
Subtotal:			\$116.00



Invoicing, General Terms and Assumptions

Hardware Invoicing

☒ Upon Shipment

If over \$100K, 50% deposit at time of order, will be invoiced in advance of shipment.

Subscription/License Invoicing

☒ At the beginning of the contract - In Full

By issuing a purchase order in response to this quote or contract, Customer hereby agrees to be bound by the below terms and conditions, which shall prevail in the event of a conflict with any terms and conditions included within Customer's purchase order.

- *The manufacturer/support provider has the right to inspect any products that have either never had support coverage or have not had support coverage for an extended period to determine their eligibility for maintenance/support. Devices subject to inspection will be flagged as such and are subject to a non-refundable inspection fee, which shall be the responsibility of Customer. Sentinel will work with the manufacturer/support provider on Customer's behalf until device eligibility is determined. Devices that do not pass the inspection will be ineligible for support.*
- *For products purchased pursuant to this agreement, Contractor agrees to provide storage at no additional charge for up to 90 days. If the storage period exceeds 90 days, Customer agrees to the following: a.) Customer will be responsible to pay a fee of 2% per month for storage of purchased products from that point forward, b.) Customer will be invoiced and will be responsible to pay the unpaid balance for any products purchased from Contractor that have not been paid in full and, c.) Ownership will transfer from Contractor to Customer.*
- *For all products purchased, it is assumed that prior to order execution with Contractor, Customer has reviewed, understood, and agreed to each manufacturer's respective terms and conditions governing the purchase of products, including, but not limited to, applicable warranties, order cancellation, and return policies. In the event of a return request, Sentinel may assist Customer by facilitating the request between Customer and the manufacturer. In addition, product return requests will be subject to Sentinel's own return policies, which may include restocking fees and/or shipping and handling costs.*
- *Under no circumstances will Customer have the right to withhold payment to Sentinel due to an alleged breach of any express or implied warranties with regard to the products purchased herein. Any such claim shall be handled directly between the manufacturer and Customer. If Contractor receives any financial relief or incentives intended for Customer as a result of a settlement between Customer and the manufacturer, Contractor agrees to pass through the incentives or financial relief to Customer.*



Meraki APs and Licenses

Prepared by:

Sentinel Technologies, Inc

Jovian Dobrzenski

jdobrzenski@sentinel.com

Prepared for:

Gila County

1400 E Ash St

Globe, AZ 85501-1483

Carrie Bartling

+19284028779

Cbartling@gilacountyaz.gov

Contract Information:

Budgetary Proposal # 007180

Version: 1

Delivery Date: 01/09/2024

Expiration Date: 02/06/2024

Quote Summary

Description	Amount
Meraki MR28	\$85,340.00
Shipping and Handling	\$116.00

Total: \$85,456.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Regarding the resale of any products, pricing may be subject to a manufacturer price increase before the expiration date of the quote.

Total Project - Project Total Cost is based on the combined purchase of all Hardware/Software, Professional Services and Solution Maintenance from Sentinel as detailed in the attached Bill of Materials. Unbundling or materially reducing any of these essential elements of the solution may result in modifications to the cost of the remaining elements.



The following is a Cooperative Solicitation, released via Paradise Valley Unified School District as the lead agency for 1Government Procurement Alliance:

Request for Proposal #22-02PV Technology and Audio/Visual Solutions

Proposal Due Date and Time: September 23, 2021 at 1:00 PM Arizona Time

RFP Opening Location: Paradise Valley Unified School District – Lead Agency
15002 N. 32nd Street
Phoenix, Arizona 85032

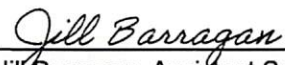
Electronic Submittals: ProcureNow – <https://secure.procurenow.com/portal/1GPA>
See enclosed information for submittal instructions.

Last Day for Questions: September 10, 2021

In accordance with the Arizona procurement code and rules, Competitive Sealed Proposals for the materials or services specified will be received electronically by the 1GPA lead agency, via ProcureNow, until the time and date cited. Proposals received by the correct time and date shall be opened, via ProcureNow, and the name of each Offeror will be publicly read at the location indicated above. All other information contained in the Proposal shall remain confidential until award is made. Late solicitations shall not be considered.

To be considered, solicitations shall be submitted electronically via ProcureNow, <https://secure.procurenow.com/portal/1GPA>. Submittal instructions for ProcureNow can be found on the last page of this document under Exhibit A. Additional instructions for preparing a solicitation are provided herein. Offerors are strongly encouraged to carefully read the entire solicitation document.

Questions regarding this Request for Proposal should be submitted via ProcureNow located at <https://secure.procurenow.com/portal/1GPA>. To receive email notification when answers are posted on ProcureNow, please click the "Follow" button. Inquiries may also be submitted directly to Rebecca Seifert, Procurement Specialist for 1GPA, at rseifert@1GPA.org.


Jill Barragan, Assistant Superintendent of Business Operations
Paradise Valley Unified School District (PVUSD)


Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Date Issued: August 18, 2021

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DOCUMENTS REFERENCED

You may access a complete copy of the documents referenced within this solicitation at the following web addresses:

Arizona:

Arizona Revised Statutes (A.R.S.) is available at
<http://www.azleg.state.az.us/ArizonaRevisedStatutes.asp>

The Arizona School District Procurement Rules in the Arizona Administrative Code (A.A.C.) is available at
http://apps.azsos.gov/public_services/Title_07/7-02.pdf

All Other States:

For a full listing of Intergovernmental Purchasing Statutes by state, [Click Here](#) to be re-directed to 1GPA website available at:
<http://1gpa.org/state-statutes/>

Local Governments website (USA.gov): http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Federal:

I.R.S. W-9 form (Request for Taxpayer I.D. Number) is available at
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Education Department General Administrative Regulations (EDGAR), 2 C.F.R. §§ 200.318-326
<https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-subpartD.xml>

INTRODUCTION

Who are we?

1Government Procurement Alliance (1GPA), is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors.

Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

What do we do?

We provide contracts for a broad range of commodities and services that are available to the Cooperative eligible members through a government purchasing cooperative or Interlocal agreement. All of our contracts are competitively procured and awarded in compliance with state statutes, procurement laws and regulations.

Contracts are approved and awarded by 1GPA's lead governmental entities and are only available for use and benefit of all entities complying with state procurement laws and regulations.

Why are we preferred?

The Cooperative's pooled purchasing power means public and private schools, cities, counties and state agencies, non-profits, as well as colleges, universities and Native American communities **can save actual budget dollars** on our contracts utilizing best business practices.

Our agency is dedicated to negotiating the best contracts with the best firms locally or nationally to ensure our members receive quality products and services at the best price.

We service our members by providing in-house knowledge of public procurement practices in conjunction with quality business practices to mainstream the purchasing process for large and complex solicitations that can take up to 6 to 12 months for our members on their own.

We pride our firm on our commitment to compliance, innovation, and collaboration.

As a government purchasing cooperative, 1GPA offers its Members access to a broad range of vendors whose goods and services have been competitively procured by 1GPA, in coordination with its governmental lead agencies. When conducting competitive solicitations, 1GPA takes all steps necessary to comply with federal, state and local procurement laws applicable to both the Lead Agency identified in the solicitation, as well as to 1GPA. Each Member must make its own independent determination as to (1) whether the Member may, under laws applicable to the Member, lawfully purchase particular goods or services through purchasing cooperatives, and (2) whether the Member must comply with any additional procedures required under laws applicable to the Member prior to completing a cooperative purchase. 1GPA makes no representations or warranties to its Members, or to any vendors, regarding such matters.

DEFINITION OF TERMS

A complete list of definitions can be in the Arizona Administrative Code R7-2-1001. The terms listed below are defined as follows:

"Attachment" means any item the Solicitation requires the Offeror to submit as part of the Proposal.

"Contract" means the combination of the Solicitation, including the Special Instructions to Offerors, Special Terms and Conditions, and the Specifications and Statement of Scope of Work/Services; the Proposal and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and Member purchase orders.

"Contract Amendment" means a written document signed by the 1GPA that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the 1GPA.

"Cost" means the aggregate cost of all materials and services, including labor performed by force account.

"Days" means calendar days and shall be computed pursuant to A.R.S. 1-243.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the solicitation.

"Governing Body" means any group comprised of elected or appointed officials, such as School District Governing Boards, City Councils, County Supervisors, Board of Regents, etc., which has the authority to make fiduciary decisions for a Member organization.

"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.

"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.

"Member" means the non-profit entities, public and private schools (including independent school districts and charter schools), education service centers, colleges, universities, municipalities, counties, political subdivisions, and other governmental entities and agencies throughout the United States that have followed local governing authority allowing them to utilize contracting vehicles procured and administered by 1GPA.

"Offer" means a response to a Solicitation.

"Offeror" means a person submitting a Proposal in response to a Request for Proposals

"Person" means any corporation, business, individual, union, committee, club, other organization or group of individuals.

"Procurement Officer" means the person duly authorized to enter into and administer Contracts and make written determinations with respect to this Solicitation or his or her designee.

"Purchase Order or PO" means the agreed-upon purchase order or other form of binding contract document between the 1GPA member and the Vendor which is used in making a purchase under a 1GPA contract.

"Responsible Bidder or Offeror" means a person who at the time of contract award has the capability to perform the Contract requirements with the integrity and reliability which will assure good faith performance.

"Responsive Bidder or Offeror" means a person who submits a bid or proposal which conforms in all material respects to the Invitation for Bids or Request for Proposals.

"Services" means the furnishing of labor, time or effort by a contractor or subcontractor 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.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposal ("RFP"), or a Request for Qualification ("RFQ").

"Solicitation Amendment" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

"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.

UNIFORM INSTRUCTIONS TO OFFERORS

1. Inquiries

- A. **Duty to Examine** - It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for withdrawing the Proposal after the Proposal due date and time nor shall it give rise to any Contract claim.
- B. **Solicitation Contact Person** - Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be submitted via ProcureNow or directed solely to the Solicitation contact person.
- C. **Submission of Inquiries** - Questions and/or clarifications concerning this RFP should be submitted in writing through September 10, 2021, by 5:00 p.m. Responses and amendments/addenda to this RFP, if necessary, are scheduled to be issued by September 16, 2021 by 5:00 p.m. No Offeror may rely upon oral responses made by any 1GPA employee or any representative. Questions and/or clarifications concerning this RFP shall be directed to Rebecca Seifert, Procurement Specialist at rseifert@1gpa.org or submitted via the ProcureNow portal located at <https://secure.procurenow.com/portal/1GPA>.
- D. **Solicitation Amendments/Addenda** - The Solicitation shall only be modified by a Solicitation Amendment or Addendum. 1GPA will not be responsible for Offerors adjusting their proposal based on oral instructions by any member of 1GPA or lead District Personnel.
- E. **Pre-Proposal Conference** - If a Pre-Proposal Conference has been scheduled under this Solicitation, the date, time, and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions it may have about the Solicitation or the procurement 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 written Solicitation Amendment or Addendum.
- F. **Proposal Opening**: Proposals shall be electronically submitted via ProcureNow prior to the specified due date and time. Proposals shall be opened immediately following the proposal due date and time, and at the place designated on the cover page of this document, unless amended in writing by 1GPA. The name of each Offeror shall be read at this time. All Offers and any modifications and other information received in response to the Request for Proposals shall be shown only to authorized 1GPA personnel having a legitimate interest in the evaluation. After contract award, the Proposals and evaluation document shall be open for public inspection.
- G. **Time Stamp**: Proposals will be time stamped when received by ProcureNow. Proposals will be accepted up to but no later than the time indicated in the RFP. Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before proposal due date and time to begin the uploading process and to finalize your submission.
- H. **Persons with Disabilities** - Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

2. Proposal Preparation

- A. **Forms** - A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form.
- B. **Typed or Ink Corrections** - The Proposal should be typed or in ink. Erasures, interlineations or other modifications in the Proposal should be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under R7-2-1030.
- C. **Signature(s) on Proposals** - The Proposal and Contract Acceptance document should be submitted with an original ink signature or electronic signature by the person authorized to sign the Proposal. Failure to sign the Proposal and Contract Acceptance document may result in rejection of the Proposal.

UNIFORM INSTRUCTIONS TO OFFERORS

- D. **Exceptions to Terms and Conditions** - All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal 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 referenced by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered as a part of any resulting Contract. All exceptions that are contained in the Proposal may negatively affect the solicitation evaluation based on the evaluation criteria as stated in the Solicitation or result in rejection of the Proposal. No exceptions included in the Proposal shall become part of the resulting Contract unless agreed and accepted to by 1GPA.
- E. **Subcontracts** - Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.
- F. **Cost of Proposal Preparation** - 1GPA will not reimburse any Offeror the cost of responding to a Solicitation.
- G. **Solicitation Amendments/Addenda** - Unless otherwise stated in the Solicitation, each Solicitation Amendment or Addendum should be acknowledged by the person signing the Proposal. Failure to acknowledge a material Solicitation Amendment or Addendum or to follow the instructions for acknowledgement of the Solicitation Amendment/Addendum may result in rejection of the Proposal.
- H. **Provision of Tax Identification Numbers** - Offerors are required to provide their Federal Tax Identification number, if applicable, in the space provided on the Proposal and Acceptance Form and provide the tax rate and amount, if applicable, on the Proposal Cost Sheet.
- I. **Taxes:**
1. **Federal Excise Tax** - Arizona School Districts/Public Entities are exempt from certain Federal Excise Tax on manufactured goods.
 2. **Transaction Privilege Taxes** - Arizona School Districts/Public Entities are subject to all applicable state and local transaction privilege taxes. Transaction Privilege Taxes in Arizona include State, County and City taxes.
 3. **Property Taxes** - Arizona School Districts/Public Entities do not pay state property taxes.
 4. **Taxes on Shipping** - Transaction privilege tax may not be collected on delivery charges to the Member's location if separately stated on the invoice.
 5. **Payment of Taxes** - Member is responsible for payment for all taxes listed on the invoice. Contractor is responsible for collection such taxes and shall forward all taxes to the proper revenue office.
- All Other States** - Other states may have different tax requirements and laws. The tax laws in each state shall be followed by the awarded vendor. It is the responsibility of the vendor to be familiar with the laws and statutes in the state in which they are conducting business.
- J. **Disclosure** - If the firm, business, or person submitting this Proposal 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 Proposal. The Offeror shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- K. **Solicitation Order of Precedence** - In the event of a conflict in the provisions of this Solicitation and any subsequent contracts, the following shall prevail in the order set forth below:

UNIFORM INSTRUCTIONS TO OFFERORS

1. Addenda/Amendments;
2. Special Terms and Conditions;
3. Uniform General Terms and Conditions;
4. Scope of Work/Specifications;
5. Attachments;
6. Exhibits;
7. Special Instructions
8. Uniform Instructions to Offerors.

- L. **Delivery** - Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s). Contractor shall provide delivery of goods, and/or performance of services in accordance with the needs of the 1GPA Member. Products delivered must conform to the products listed under this contract and may not be substituted with nonconforming products. Contractor agrees to pay for and arrange for return of goods that are defective.

3. Submission of Proposal

- A. **Proposal Submission** - Each Proposal shall be submitted electronically to ProcureNow by the due date and time at <https://secure.procurenow.com/portal/1GPA>. Submittal instructions for ProcureNow can be found on the last page of this document under Exhibit A. 1GPA will not consider an offer submitted by any other method other than ProcureNow.
- B. **Proposal Amendment or Withdrawal** - An Offeror may modify or withdraw a Proposal in writing at any time before Proposal opening if the modification or withdrawal is received before the Proposal due date and time designated in the Solicitation. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided under R7-2-1044.
- C. **Public Record/Confidentiality** - Under applicable law, all Proposals submitted and opened are public records and must be retained by 1GPA. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by 1GPA pursuant to R7-2-1006.

If Offeror believes that its proposal contains trade secrets or other proprietary data not be disclosed as otherwise required by A.R.S. §39-121, a statement advising 1GPA of this fact shall accompany the Proposal, and the information shall be so identified wherever it appears. Requests to deem the entire Proposal as confidential, contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

- D. **Certification** - By signing the Proposal and Acceptance form or other official contract form, the Offeror certifies that:
1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, a Proposal for the purpose of restricting competition. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal and that the offeror has taken steps and exercised due diligence to ensure that no violation of A.R.S. §15-213(O) has occurred; and
 2. It does not discriminate against any employee, 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 all applicable federal, state, and local laws and executive orders regarding employment, including, Federal Executive Order 11246, Arizona State Executive Order 99-4, 2000-4, A.R.S. §41-1461 through 1465; and
 3. The Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), ARS § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and

UNIFORM INSTRUCTIONS TO OFFERORS

4. The Offeror 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 Proposal. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Proposal. Signing the Proposal with a false statement shall void the Proposal, any resulting contract and may be subject to legal remedies provided by law; and
5. By submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency 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; and
6. By submission of this Proposal, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and
7. In accordance with ARS § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act; and
8. The Offeror warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393 and Texas Gov't Code 2270.002; and
9. The Offeror warrants that it shall comply with the fingerprinting requirements, unless otherwise exempted, in accordance with A.R.S. § 15-512.

4. Additional Information

- A. **Unit Price Prevails** - Where applicable, 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.
- B. **Taxes** - The amount of any applicable transaction privilege or use tax of a political subdivision of the state of Arizona is not a factor in determining the most advantageous proposal.
- C. **Late Proposals, Modifications or Withdrawals** - A Proposal, Modification or Withdrawal submitted after the exact Proposal due date and time shall not be considered except under the circumstances set forth in R7-2-1044.
- D. **Disqualification** - The Proposal of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected.
- E. **Proposal Acceptance Period** - An Offeror submitting a Proposal under this Solicitation shall hold its Proposal open for the number of days from the due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for the Proposal acceptance, the number of days shall be ninety (90).
- F. **Payment** - Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- G. **Waiver and Rejection Rights** - Notwithstanding any other provision of the solicitation, 1GPA reserves the right to:
 1. Waive any minor informality;
 2. Reject any and all Proposals or portions thereof; or
 3. Cancel the Solicitation.

UNIFORM INSTRUCTIONS TO OFFERORS

5. Award

- A. **Number or Types of Awards** - Where applicable, the 1GPA reserves the right to make multiple awards or to award a Contract by individual line item, by a group of line items, or categories, by an incremental award, by region, or by location, as indicated within the Special Instructions, Terms and Conditions. The award will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of its Members.
- B. **Contract Inception** - A Proposal 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 Proposal is accepted in writing by 1GPA and the Lead Agency with authorized signatures on the Proposal and Acceptance form. A letter or other notice of award or of the intent to award shall not constitute acceptance of the Proposal.
- C. **Effective Date** - The effective date of this Contract shall be the date that 1GPA and the Lead Agency signs the Proposal and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

6. Protests

A protest shall comply with and be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1141 through R7-2-1153. Protests shall be in writing and be filed with the 1GPA/lead agency representative, Jill Barragan, Assistant Superintendent of Business Operations.

- A. Protest shall include:
 - 1. The name, addresses, and telephone number of the interested party;
 - 2. The signature of the interested party or the interested party's 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.
- B. The interested party shall supply any other information requested by 1GPA or lead agency within 10 days of the request.
- C. The interested party may file a written request with the district representative for an extension of the time limit for providing additional information set forth in subsection (B). The written request shall be filed before the expiration of the time limit set forth in subsection (B) and shall set forth good cause as to the specific reason that the interested party is unable to provide the additional information within the 10 days. The district representative shall approve or deny the request in writing, state the reasons for the determination, and if an extension is granted, set forth a new date for submission of the filing.
- D. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.
- E. In cases other than those covered in section D of the section, the interested party shall file the protest within 10 days after 1GPA or lead agency makes the procurement file available for public inspection.
- F. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the 1GPA Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of 1GPA that resulted in the interested party being unable to file the protest within the 10 days. The 1GPA representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.

UNIFORM TERMS AND CONDITIONS

1. Cooperative Purchasing

- A. **Cooperative Purchasing** - This contract is based on the need for 1GPA to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members. Although contractors may restrict sales to certain public units (e.g. state agencies, local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any members are preferred.
- B. **Cooperative Purchasing Agreements** - Cooperative Purchasing Agreements between 1GPA and its Members have been established under all procurement laws.
- C. **Cooperative Purchasing Contracts** - Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

Nothing in this solicitation is intended to establish a most favored customer relationship between 1GPA and contractor. Contractor may respond to any solicitation without regard to this contract. If contractor offers lower prices to any of its other customers, it may lower its prices to 1GPA at the same time by written notice.

- D. **Non-Exclusive Contract** - Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of 1GPA members. 1GPA and its membership reserve the right to obtain like goods and services from other sources.
- E. **Lead Agency** - A Lead Agency is a well-established and well respected government agency who facilitates the competitive bidding process by being a part of the process from start to finish. The Lead Agency also provides Board Approval for the award of contracts resulting from each Solicitation. The Lead Agency for this RFP is Paradise Valley Unified School District.

2. Contract Interpretation

- A. **Application of Law** - The Arizona Procurement Code, Title 41, Chapter 23, applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona School District Procurement Code, Arizona Revised Statutes (A.R.S.) 15-213, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 7, Chapter 2, Articles 10 and 11.

For all other states this procurement shall be governed by, construed, and enforced in accordance with the laws of each state in which 1GPA is conducting business under this contract. It is the responsibility of the awarded vendor and member to ensure this solicitation and ensuing contract complies with the State laws in which they are conducting business regarding use of a cooperative contract.

- B. **Implied Contract 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.
- C. **Relationship of Parties** - Vendors receiving contracts under this solicitation are independent contractors. Neither party to this contract, nor any Member, shall be deemed to be the employee or agent of the other party to the contract.
- D. **Severability** - The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract.
- E. **No Parol 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 document.
- F. **No Waiver** - Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed 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.

UNIFORM TERMS AND CONDITIONS

3. Contract Administration and Operation

- A. **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 ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.
- B. **Audit** - At reasonable times 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 1GPA or Member and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- C. **Inspection and Testing** - The Contractor agrees to permit access to its facilities, Subcontractor facilities and the Contractor's processes for producing the materials, at reasonable time for inspection of the materials and services covered under this Contract. 1GPA or its Members shall also have the right to test at its own cost the materials to be supplied under this Contract. Neither inspection at the Contractor's facilities nor testing shall constitute final acceptance of the materials. If 1GPA or Member determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by 1GPA or Member for testing and inspection.
- D. **Notices** - Notices to the Contractor required by this Contract shall be made by 1GPA to the person indicated on the Proposal and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to 1GPA required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notices shall be given by written notice and an Amendment to the Contract shall not be necessary.
- E. **Advertising and Promotion of Contract** - Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by 1GPA. After award, contractor(s) may advertise the availability of products and services to Member. Any promotional marketing materials using the 1GPA logo must be approved by 1GPA in advance.
- F. **Administration Fee** - 1GPA has an Administrative Fee of .01 (1%). The Administrative Fee shall be included in the offeror's net pricing and is the responsibility of the contractor. Vendor shall not add the administration fee to approved contract prices post award. The Administrative Fee shall be a part of the Vendor's unit prices and is not to be charged directly to the customer in the form of a separate line item.
- G. **Usage Reports** - The Usage Report will be the established communication between the awarded contractor and 1GPA of all contract activity. The contractor shall provide contract Usage Reports to 1GPA on a regular schedule as established by the contractor. 1GPA will accept Monthly or Quarterly reporting arrangements which shall be made at the time of contract award.
- H. **Submission of Usage Reports** - Within ten (10) days following the end of the arranged reporting schedule, the contractor shall submit their Usage Report electronically via email to: maiken@1gpa.org.
- I. **Purchase Orders/Contracts** - All purchase orders and/or contracts issued to the contractor in reference to 1GPA shall be submitted at the same time as the Usage Report. All purchase orders and/or contracts should be zipped in a single file and submitted as an attachment in the same email as the usage report in which they are referenced. 1GPA is audited on an annual basis & documentation is necessary for compliance. Failure to submit purchase orders and/or contracts may result in contract cancellation.
- J. **Invoicing of Administration Fee** - Upon receipt of contractor's Usage Report, 1GPA will generate an invoice which is calculated as: Administrative Fee (1%) multiplied by the Total Sales Transactions as stated in the Usage Report. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in 1GPA exercising any recourse available under the contract or as provided for by law. All administrative fees not paid when due shall bear interest at a rate of 1 1/2% per month until paid in full.

Administrative Fees shall be paid to "1GPA" and mailed to:
1910 W. Washington Street
Phoenix, AZ 85009

UNIFORM TERMS AND CONDITIONS

4. Costs and Payments

- A. **Ordering Procedures** - Purchase Orders are issued by 1GPA members to the Vendor according to this Contract. Members and Vendors must send Purchase Orders to 1GPA at maiken@1gpa.org.
- B. **Billings** - Contractor shall invoice Member after delivery of goods and/or services. All invoices shall list the applicable Member purchase order and 1GPA contract number. Contractor will invoice Member directly.
- C. **Payment** - Payment terms are Net thirty (30) from receipt of Contractor's invoice
- D. **Progress Payments** - 1GPA will permit Members to make progress payments under the following conditions:
 - 1. Member and Contractor agree to the terms of the progress payments prior to issuing a purchase order
 - 2. Purchase order describes the amounts or percentages and the dates or frequency of payments
 - 3. Payments are made in full compliance with Member's local governing entity rules
- E. **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 Member 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.
- F. **IRS W-9** - In order to receive payment under any resulting Contract, Contractor shall have a current I.R.S. W-9 Form on file with each Member.
- G. **Availability of Funds for the Next Fiscal Year** - Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Member for any payment that may arise under this Contract beyond the current fiscal year until funds are made available for performance of the Contract. It is the responsibility of the Member to make reasonable efforts to secure such funds.

5. Contract Changes

- A. **Amendments** - The Contract may be modified only through a Contract Amendment within the scope of the Contract signed by the Procurement Officer. 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 an unauthorized employee or made unilaterally by the Contractor are violations of the Contract and or 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 and this Contract based on those changes.
- B. **Subcontracts** - The Contractor shall not enter into any Subcontract under this Contract without the advance written approval of the Procurement Officer. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. **Assignment and Delegation** - Contractor shall not assign any right or interest nor delegate any duty under this Contract without the prior written approval of 1GPA. 1GPA shall not unreasonably withhold approval.
- D. **Novation** - If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. 1GPA reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- E. **Contract Placed on Hold** - 1GPA shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contractor to address issues in the written deficiency notice.

6. Risk and Liability

- A. **Risk of Loss** - 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.

UNIFORM TERMS AND CONDITIONS

- B. **General Indemnification** - To the extent permitted by law, 1GPA and its Members shall be indemnified and held harmless by the Contractor for its vicarious liability as result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. **Indemnification - Patent and Copyright** - To the extent permitted by law, Contractor shall indemnify and hold harmless 1GPA and its Members against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the 1GPA or Member of materials furnished or work performed under this Contract. 1GPA or Member shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- D. **Force Majeure**
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; injections-intervention-acts; or failures or 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.
 2. Force Majeure shall not include the following occurrences:
 - a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market; or
 - b. 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
 - c. Inability of either the Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
 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.
 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.

7. **Warranties**

- A. **Liens** - The Contractor warrants that the materials supplied under this Contract are free of liens.
- B. **Quality** - Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the School District/Public Entity of the materials or services, they shall be:
1. A quality to pass without objection in the trade under the Contract description;
 2. Fit for the intended purposes for which the materials or services are used;
 3. Within the variations permitted by the Contract and are of even kind, quality, and quality within each unit and among all units;
 4. Adequately contained, packaged and marked as the Contract may require; and

UNIFORM TERMS AND CONDITIONS

5. Conform to the written promises or affirmations of fact made by the Contractor.

C. **Fitness** - Contractor warrants that any material or service supplied to 1GPA or its Members 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.

D. **Inspection/Testing** - The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the materials or services by 1GPA Members.

E. **Compliance with Applicable 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 licenses and permits.

F. **Survival of Rights and Obligations after Contract Expiration or Termination**

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, 1GPA and its Members are not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

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.

8. Contractual Remedies

1. **Right to Assurance** - If 1GPA 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, 1GPA may demand in writing that the Contractor give a written assurance of intent or ability to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at 1GPA's option, be the basis for terminating the Contract under the Uniform General Terms and Conditions.

2. **Nonconforming Tender** - Materials supplied under this Contract shall fully comply with the Contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of Contract. On delivery of nonconforming materials, 1GPA may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

3. **Right of Offset** - 1GPA and its Members shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred or damages assessed by 1GPA or its Members concerning the Contractor's nonconforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform General Terms and Conditions.

9. Contract Termination

A. **Cancellation for Conflict of Interest** - Pursuant to A.R.S. 38-511 and R7-2-1087(F) 1GPA 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 1GPA is, or becomes at any time while the Contract or an extension 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.

B. **Personal Gifts or Benefits** - 1GPA may, by written notice, terminate the Contract, in whole or in part, if 1GPA determines that any person or vendor has offered, conferred or agreed to confer any personal gift or benefit on any employee who supervised or participated in the planning, recommending, selecting or contracting of the Contract, in accordance with A.R.S. § 15-213(O) and R7-2-1087(G).

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- C. **Gratuities** - 1GPA may, by written notice, terminate the Contract in whole or in part, if 1GPA 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 1GPA 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 making of any determination or decision about contract performance in accordance with R7-2-1087(H).
- D. **Suspension or Debarment** - 1GPA may, by written notice to the Contractor, immediately terminate this Contract if 1GPA determines that the Contractor has been disbarred, 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.
- E. **Termination for Convenience** - 1GPA reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of its Members without penalty recourse. 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.
- F. **Cancellation for Non-Performance or Contractor Deficiency** - 1GPA may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. 1GPA reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. 1GPA may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
1. Providing material that does not meet the specifications of the contract;
 2. Providing work and/or material that was not awarded under the contract;
 3. Failing to adequately perform the services set forth in the scope of work and specifications;
 4. Failing to complete required work or furnish required materials/product within a reasonable amount of time;
 5. Failing to make progress in performance of the contract and/or giving 1GPA reason to believe that the contractor will not or cannot perform the requirements of the contract; and or
 6. Performing work or providing services under the contract prior to receiving a Member's purchase order for such work.
- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to 1GPA. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.
- G. **Contractor Cancellation** - Contractor may cancel this contract at any time upon thirty (30) days prior written notice to 1GPA or on the yearly anniversary of the contract. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by 1GPA.
- H. **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. Contract Claims

Contract claims and controversies under this Contract shall be resolved according to Arizona Department of Education School District Procurement Code Rule A.A.C. R7-2-1155 through R7-2-1159.

Any dispute involving a 1GPA member and Vendor outside of Arizona shall be governed by the laws of the state of the 1GPA member, without regard to its provisions on conflicts of laws, and exclusive jurisdiction and venue shall lie in the city, county, and state of the 1GPA member.

11. Federal and State Requirement

- A. **Compliance with Federal and State Requirements** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations.

Vendor shall comply, when working on any federally assisted projects with the following:

UNIFORM TERMS AND CONDITIONS

1. The Contract Work hours and Safety Standards Act, (40 U.S.C. §3701 – 3708; 29 CFR Part 5)
 2. Davis-Bacon Act, (40 U.S.C. §276a / 29 CFR Part 5)
 3. Copland Anti-Kickback Act, (18 U.S.C. §874 / 29 CFR Part 5)
 4. Equal Opportunity Employment requirements (Executive Order 11246 and 11375 / 41CFR Chapter 60)
 5. McNamara-O'Hara Service Contract Act (41 U.S.C. 351),
 6. Section 306 of the Clean Air Act (42 U.S.C. § 1857h,
 7. Section 508 of the Clean Water Act (33 U.S.C. § 1368),
 8. Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15).
 9. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
 10. Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81 ("EDGAR"),
 11. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)
 12. All applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to 1GPA members.
- B. **Offshore Performance** - Due to security and identity protection concerns, direct services under any subsequent contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the school district(s) or charter school(s) or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition 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.
- C. **Contractor's Employment Eligibility** - By entering the contract, Contractor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. 1GPA or Member may request verification of compliance from any Contractor or subcontractor performing work under this Contract. 1GPA or Member reserves the right to confirm compliance in accordance with the applicable laws. Should 1GPA or Member suspect or find that the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default and suspension, and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- D. **Davis-Bacon** – For Federally funded projects subject to the Davis-Bacon Act, the Member shall specify the applicable Davis-Bacon wage decision, prior to the contractor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision.
- E. **Fingerprint and Background Checks** - In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor, any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to Title 41, Chapter 12, Article 3.1. An exception to this requirement may be made as authorized in governing board policy of the Member District.
- F. **Terrorism Country Divestments** - Per ARS § 35-392, 1GPA and its Members are prohibited from purchasing from a company that is in violation of the Export Administration Act.
- G. **Registered Sex Offender Restrictions** - For work to be performed at schools, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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- H. **Affordable Care Act** - Vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to the Member as required by state or federal law.
- I. **Boycott of Israel** – Arizona public entities and other states as applicable, the member may not enter into a contract with a company that is currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- J. **2CFR Section 200 (EDGAR)** – When a 1GPA Member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200. All Vendors submitting proposals must complete the 2CFR 200 Certification Form contained within this document.
- K. **Minority Businesses** – 1GPA and its Lead Agency have taken all necessary affirmative steps to assure minority businesses, women's business enterprises, and labor surplus area firms are notified of any bidding opportunities when possible according to 2 CFR Part 200.321.
- L. **Civil Rights Compliance** - In accordance with 7 CFR Part 210.23, Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
- M. **Texas House Bill 1295 Certificate of Interested Parties** – For contract entered into or after January 1, 2016, Texas Government Code Chapter 2252.908 (H.B. 1295) states that a Texas governmental entity or state agency may not enter into a contract unless the business entity submits a disclosure of interested parties to the governmental entity or state. The law applies only to a contract that either (1) requires an action or vote by the governing body or (2) has a value of at least \$1 million. Information from the Commission regarding the requirements, including rules and filing information, are available at the following links:

<https://www.ethics.state.tx.us/tec/1295-info.htm>

https://www.ethics.state.tx.us/whatsnew/faq_form1295.html

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

It is the responsibility of vendors to determine the applicability of, and comply with, all disclosure laws of House Bill 1295.

SPECIAL TERMS AND CONDITIONS

1. **TERM OF CONTRACT:** It is 1GPA's intent to award a multi-term contract. The initial term of the resultant contract shall start on December 8, 2021 and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
2. **CONTRACT EXTENTION:** 1GPA reserves the right to unilaterally extend the period of any resultant contract month to month beyond the stated expiration date if that is determined to be in the best interests of Members. In addition, by mutual written agreement, any resultant contract may be extended for a supplemental period up to a maximum of forty-eight (48) months in twelve (12) month increments.
3. **RENEWAL OF CONTRACT:** Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.
4. **CONTRACT TYPE:** The term contract shall be a percent-of-discount off manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities.
5. **FORM OF CONTRACT:** The form of contract for this Solicitation shall be the Request for Proposal, the awarded Proposal(s) and Best and Final Offer(s), and properly issued purchase orders incorporating each member's specific policies and P.O. terms and conditions referencing the requirements of the Request for Proposals. If a firm submitting a Proposal requires 1GPA and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the Proposal. Partial Offers will be considered.
6. **VENDOR CONTRACT DOCUMENTS:** 1GPA will review proposed vendor contract documents. Vendor's contract document shall not become part 1GPA's contract with vendor unless and until an authorized representative of 1GPA reviews and approves it.
7. **SUPPLEMENTAL AGREEMENTS:** The 1GPA Member and Contractor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this solicitation such as invoice requirements, on campus service specifics, etc. Any supplemental agreement developed as a result of this RFP is exclusively between the Member and Contractor. 1GPA, its agents, members and employees shall not be made party to any claim for breach of such agreement. Any supplemental agreement between the Member and Contractor is exclusively between the Member and the Contractor and will be subject to immediate cancellation by the Member (without penalty) if, in the opinion of the Member, the quality, service and specification requirements and/or the terms and conditions are not maintained as stated in the supplemental agreement.
8. **PROPOSAL ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the Lead Agency requires a Proposal in response to this Solicitation to be valid and irrevocable for 90 days after the opening time and date.
9. **RESPONSE FORMAT:** All Proposal responses are to be in the same form as this Request for Proposal. Address each requirement in the same order as has been requested.
10. **ELECTRONIC SUBMITTAL - REQUIRED:** An electronic submission is **required**. The electronic submission is to be uploaded online through ProcureNow. Submittal instructions for ProcureNow are found on the last page of this document under Exhibit A.
11. **TIME STAMP:** Proposals will be time stamped when received by ProcureNow. Proposals will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before proposal due date and time to begin the uploading process and to finalize your submission.

SPECIAL TERMS AND CONDITIONS

12. **AWARD:** Award(s) will be made to the responsive and responsible Offeror(s) whose Proposal(s) is (are) determined in writing to be most advantageous to 1GPA for its Members based on the factors set forth in the Request for Proposals. No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal. The procurement file shall contain the basis on which the award is made.
13. **DISCUSSIONS:** In accordance with R7-2-1047, after the initial receipt of Proposals, 1GPA reserves the option to conduct discussions with those Offerors who submit Proposals determined by 1GPA to be reasonably susceptible of being selected for award. Discussions may be conducted to assure full understanding of the Proposal in order to obtain the most advantageous contract for 1GPA Members.
14. **BEST AND FINAL OFFERS:** If discussions are conducted pursuant to R7-2-1047, 1GPA shall issue a written request for Best and Final Offers pursuant to R7-2-1048. If Offerors do not submit a notice of withdrawal or a Best and Final Offer, the immediate previous offer will be construed as the Best and Final Offer.
15. **MULTIPLE AWARDS:** 1GPA has a large number and variety of potential using districts and agencies at locations throughout the United States. In order to assure that any ensuing contracts will allow 1GPA to fulfill current and future requirements; 1GPA reserves the right to award contracts to multiple vendors. Such decision will be based upon consideration for Members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contractor's ability to provide for a large diverse Membership, geographic areas served. The actual use of any contract will be at the sole discretion of 1GPA members. Contracts may be awarded, as applicable, by individual line item, groups of line items, or categories, incrementally, by region, or by location. The awards will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of the 1GPA Members. Offeror should consider the fact that 1GPA may award multiple contracts in preparing their response. The fact that 1GPA may make multiple contracts, award only one contract, or to make no awards rests solely with 1GPA. **Offerors are not required to propose on all items specified in this Request for Proposal.**
16. **ADMINISTRATION FEE:** 1GPA's .01 (1%) administration fee shall be included in offeror's net price. Contractor shall not add the administration fee to approved contract prices. 1GPA will invoice the Vendor on a monthly basis for the administrative participation fee. The invoice will be based on total sales made through the 1GPA contract with the Vendor. Invoices will be issued at the time a Purchase Order is received by 1GPA. Invoices are due and payable upon receipt.
17. **PRICING:** Contract pricing must be based upon:
 - 1) Fixed discount(s) off published price list(s) or catalog(s)
 - 2) Firm fixed price
 - 3) A combination of the above
18. **COMBINATION PRICING:** Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.
19. **DISCOUNTS:** Discount offers must clearly identify the minimum percent-of-discount to apply to contract. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. There will be no reduction to the minimum discount(s) during the term of contract.
20. **PRICING:** 1GPA is requesting a Catalog Discount contract to successfully obtain a full line of technology and audio/video solutions. The awarded vendor shall provide coverage in all areas listed herein. These areas shall be used in evaluating the catalog discount percent off of all other items listed in the Offeror's catalog or published price lists. The manufacturer's price list and catalog must be a formally published list for general distribution. The minimum discount percentage shall

SPECIAL TERMS AND CONDITIONS

remain firm for the term of the contract and shall be provided on the Excel Cost Form where indicated for each of the manufacturers listed.

21. **PRICE ADJUSTMENT FOR DISCOUNT PRICING:** Revised published price lists, and/or catalogs may be submitted for review throughout the term of the contract. 1GPA shall determine whether the requested revised pricing or an alternate option is in the best interest of its Members. Revised published price lists and/or catalogs will not become effective until approved by 1GPA. Contractor must hold the price list(s) firm for the first 12 months of the contract unless market fluctuations occur that are beyond the Contractor's foreseeable knowledge or control at which time a fully documented request to submit new price lists and/or catalogs may be submitted.
22. **PRICE ADJUSTMENT FOR FIXED PRICING:** 1GPA may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process unless market fluctuations occur that are beyond the Contractor's foreseeable knowledge or control at which time a fully documented request to submit new pricing may be submitted. 1GPA shall determine whether the requested price increase or an alternate option is in the best interest of the Members. Price increases, if any, shall not exceed the Federal CPI.
23. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
24. **VOLUME DISCOUNTS:** The awarded vendor may offer volume discounts at any time during the Contract such that the price is at or below the percent off list price within the Contract given that the price reduction is available to all Customers allowed to purchase under the Contract.
25. **TRAVEL EXPENSE REIMBURSEMENT:** Vendor shall be responsible for travel arrangements and expenses. Travel expenses may be billed for certain in-state and out-of-state travel expenses on a case-by-case basis. Vendor shall seek Member approval before billing for any in-state or out-of-state travel expenses. If approved by the Member, in-state and out-of-state travel expenses shall be reimbursed in accordance with the Member's state travel policy. The travel policy may be accessed via the internet at the US General Services Administration's website:
<https://www.gsa.gov/travel/plan-book/per-diem-rates>.
26. **NEW PRODUCT:** New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All request are subject to review and approval by 1GPA. Successful vendor shall be responsible for notifying 1GPA of all discontinued products in writing.
27. **QUANTITIES:** 1GPA estimates considerable activity resulting from this award. Based on historical data from previous contracts as well as member surveys, 1GPA estimates usage of this contract to be approximately \$50,000,0000 annually. A current list of 1GPA Members may be found at:
<https://www.dropbox.com/s/up7bc18a4bosbun/1%20-%20PUBLISHED%20Membership%20List.xlsx?dl=0>

1GPA makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. 1GPA makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this Solicitation.
28. **SHIPPING TERMS:** Prices shall be F.O.B. Destination or F.O.B. Destination Freight Allowed to the Member's location as indicated under the "Other Fees" tab of the Cost Form. Vendor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk 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. 1GPA Members will notify the vendor promptly of any damaged goods and shall assist the vendor in arranging for inspection.

SPECIAL TERMS AND CONDITIONS

29. **DELIVERY:** Delivery is desired within thirty (30) days of receipt of purchase order. Any outstanding items delivered after this date may be canceled and deleted from the purchase order. Offeror shall be responsible for delivery of items in good condition at point of destination, and return of all items that do not meet specifications. Offeror shall file with carrier all claims for breakage, imperfections and losses, which will be deducted from invoices. The receiving Member will report to the successful Offeror when packages are not received in good condition.
30. **PROTECTION OF MEMBERS:** The Offeror shall protect all furnishings from damage and shall protect the Member's property from damage or loss arising in connection with this contract. He shall make good any such damage, injury or loss caused by his operations, or those of his employees, to the satisfaction of the Member. The Offeror shall confine his equipment, storage of materials and the operation of his workmen to the limits as indicated by the Unit Foreman in the area in which the work is being performed. Any damage caused to Member's facilities, lawns, etc., shall be repaired immediately or replaced at no expense to the Member.
- The successful Offeror shall take all necessary precautions for the safety of students, employees and the public, and shall comply with all applicable provisions of Federal, State and Municipal Safety Laws. He agrees that he is fully responsible to the Member for the acts and omissions of any and all persons whether directly or indirectly employed by him. He shall maintain such insurance as will protect him and the Member from claims or damage for personal injury, including death, which may arise from operations under this contract.
31. **BRAND NAMES:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict a Proposal by any vendor but is only enumerated in order to advise potential offerors of the requirements of 1GPA. Any Proposal which proposes like quality, design or performance will be considered.
32. **NEW EQUIPMENT:** All equipment supplied pursuant to this specification shall be new, unused, and the most current model available at time of order.
33. **DEFECTIVE PRODUCTS:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor.
34. **EQUIPMENT AND PRODUCT RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting equipment or product purchased from this contract, a notice shall be sent to the Contract Administrator with 1GPA and the Member. It shall be the responsibility of the contractor to assure that all recall notices are sent directly to the agency Member Representative.
35. **SAFETY STANDARDS:** All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
36. **RESPONSIBILITY OF OFFERORS:** Factors to be considered in determining if a Offeror is responsible may include:
- A. The Offeror's financial, material, personnel and other resources, including subcontractors;
 - B. The Offeror's record of performance and integrity.
 - C. Whether the Offeror has been debarred or suspended;
 - D. Whether the Offeror is qualified legally to contract with a public entity; and
 - E. Whether the Offeror supplied all necessary information concerning its responsibility.
37. **LICENSES AND CERTIFICATIONS:** Contractor shall maintain in current status all federal, state and local licenses, certifications and permits required by the operation of the business conducted by the contractor.
38. **INSPECTION:** Each job will have a final inspection and acceptance by 1GPA Member staff. Any discrepancies noted during the inspection will be corrected prior to final payment. Field inspections will be performed by Member upon completion of the Project.

SPECIAL TERMS AND CONDITIONS

39. **DAMAGES:** The successful contractor shall be liable for any and all damage caused by him or his employees to the 1GPA Member premises. The offeror shall hold and save 1GPA and Member free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by his operations on premises or third persons.
40. **CLEAN UP:** The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by construction operations. Upon completion of the work, remove all waste materials and rubbish from and about the Project, as well as tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up the work, the 1GPA Member may do so and the cost thereof shall be charged to the Contractor.

Remove all surplus materials and debris of every nature resulting from operations, and put site in a neat, orderly condition.

41. **WARRANTY:** All workmanship shall be warranted for a minimum of one year from date of acceptance of project. This will be submitted in written form to the 1GPA Member at completion of Project. All products and equipment offered shall be covered by the manufacturer's standard warranty.
42. **BILLINGS:** All billing notices shall identify the specific item(s) being billed. Items are to be identified by name, model/serial number as most applicable. Any purchase/delivery order issued will refer to the contract number resulting from this solicitation.
43. **INSURANCE:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods 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 by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in this RFP. 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
The policy shall be endorsed to include the following additional insurance language: 1GPA member is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
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.
The policy shall be endorsed to include the following additional insured language: 1GPA member is 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

SPECIAL TERMS AND CONDITIONS

4. Property Insurance

Contractor's awarded contracts for construction or expansion of buildings shall obtain and maintain for the duration of the project, course of construction builders risk insurance in the amount of the real property being constructed.

ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain the following provisions:

The Contractor's insurance coverage shall be primary insurance and noncontributory with respect to all other available sources.

Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

The Contractor's insurance coverage shall include Technology or Cybersecurity Liability insurance with a minimum of \$1,000,000 per claim and \$2,000,000 aggregate. Insurance shall include coverage for cloud computing and mobile devices, protection of private or confidential information, network security and privacy, liability for system attacks, digital asset loss, denial or loss of services, unauthorized access and use, as well as introduction, implantation or spread of malicious software code.

The Contractor's insurance coverage shall provide proof of and maintain Physical Abuse, Sexual Misconduct and Sexual Molestation Liability Coverage of \$1,000,000 per injury if applicable.

Insurance may be arranged in any configuration the Contractor chooses so long as the coverages are not less than the values stated above. Before any orders are processed under an awarded contract, awarded vendor shall provide a certificate that names 1GPA as the certificate holder. In addition, awarded vendor shall be willing to provide, upon request, a certificate of insurance to any Member using this contract.

- 44. DATA, INFORMATION AND RECORDS SECURITY AND PRIVACY:** Contractor agrees to comply with all applicable laws and regulations regarding data, information and records security and privacy all of which are incorporation herein by reference in their current forms and as amended at any future time. These include, but are not limited to, Arizona Revised Statute (A.R.S.) §18-552 et seq – Notification of Security System Breaches; A.R.S. §44-7601 et seq – Discarding and Disposing of Records Containing Personal Identifying Information; Family Educational Rights and Privacy Act (FERPA); Protection of Pupil Rights Amendment (PPRA); Health Insurance Portability and Accountability Act of 1996 (HIPPA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; applicable federal, state and local regulations relating to confidentiality of student records; and any other federal and/or state law governing the privacy of personally identifiable information
- 45. OFFEROR'S EMPLOYEES:** Offeror agrees that the individuals provided to 1GPA or Member on a temporary basis are Offeror's, not 1GPA's or Member's employees.

Offeror agrees that it is solely responsible for its own acts and omissions and for those of its employees and that Offeror and any employees working for Offeror are the sole responsibility of Offeror for the purposes of any and all legal requirements, including, but not limited to, obligations and liabilities in the following areas:

Workers' Compensation Insurance
Federal and State Unemployment Taxes
Federal and State Withholding and Reporting Requirements
Unemployment Compensation Insurance
Federal, State, and Local Employment Laws

SPECIAL TERMS AND CONDITIONS

Offeror agrees that it or its employees are not entitled to any benefits or protections that accrue from an employment relationship with 1GPA, including, but not limited to, health insurance, life insurance, due process rights, and/or vacation/holiday pay.

1GPA will not provide Offeror or its employees any business registrations or licenses that may be required. 1GPA will not combine business operations with Offeror.

Neither Offeror nor its employees are to be considered agents or employees of 1GPA for any purpose. It is understood and agreed that 1GPA does not require Offeror to provide services exclusively to 1GPA and that Offeror and its employees are free to contract to provide services to other companies while it is under contract with the District.

In compliance with all applicable laws, the Offeror shall, at no charge to 1GPA, conduct drug/alcohol testing, fingerprint checks, reference checks and background checks of each individual who will perform services for 1GPA to ascertain that there is no history of behavior that would make the individual unsuitable to work with children or work in a school setting. These checks must be completed before the individual provides any services to the Member. The fingerprint and background checks will be conducted in accordance with applicable laws, including current Arizona Revised Statutes § 15-512 and/or 15-534, as applicable.

At any time, and for any reason, 1GPA or the Member may request or reject any of Offeror's employees.

Offeror agrees to comply with the Member's rules, regulations, and policies, as the Member may modify from time to time.

- 46. FINGERPRINT & BACKGROUND CHECKS:** 1GPA anticipates that services under this contract may cause the contractor and proposed subcontractors to have direct, unsupervised contact with pupils. In accordance with ARS § 15-512(H), a contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall be required to obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, Article 3.1. Therefore, the Contractor and any proposed subcontractors warrant compliance with ARS subsection 41-4401, ARS subsection 23-214, the Federal Immigration and Nationality ACT (FINA) and all other federal, state and local immigration laws and regulations related to the immigration status of its employees. The contractor must have all employees on-site submit to a fingerprint clearance conducted by Department of Public Safety and all employees must carry fingerprint card at all times. These warranties shall remain in effect through the term of the contract.

1GPA may, at its sole discretion, require evidence of compliance during the evaluation process or contract term. Should 1GPA or Member request evidence of compliance, the Contractor and any proposed subcontractors shall have 5 working days from receipt of the request to supply adequate information. Failure to supply the requested information or if 1GPA or Member suspects or finds the Contractor or any of its subcontractors are not in compliance, 1GPA or Member may pursue any and all remedies allowed by law, including, but not limited to: non-consideration of contract award, suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs associated with verification and any remedies are the sole responsibility of the Contractor and any proposed subcontractor.

- 47. EMPLOYEE IDENTIFICATION:** All employees must check in at the front office of each Member site. The employee must have an identification badge at all times in clear view, with picture ID and name of firm. In addition, the employee shirt must have the company name on it. Failure to have any of these items will result with the employee being escorted off property.

SCOPE OF WORK

1. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to establish long-term contracts with qualified firms to supply a full range of technology and audio/visual products and services for 1GPA Members as specified within this solicitation. Hardware, software, audio/visual equipment, consulting and managed services, installation, training, maintenance, repair and other related products and services may be included under the resultant contract.
2. **BACKGROUND:** 1GPA is a non-profit national governmental purchasing cooperative which allows public agencies to take advantage of existing contracts to purchase the goods and services they need from local and national vendors. Eligible using members include school districts, charter schools, universities, colleges, cities, towns, municipalities, counties, states, local governments, federal government, Native American communities, fire districts, and any other political subdivision.

The Paradise Valley Unified School District (PVUSD) is one of the largest employers in the north valley with approximately 3,800 employees. The current student population is approximately 30,410. PVUSD consists of five high schools, seven middle schools, 28 elementary schools, one K-8 school, two alternative schools, one comprehensive online school and six administrative support sites. PVUSD covers approximately 98-square miles of northeast Phoenix and north Scottsdale in an area bounded by 7th Avenue and Pima Road, and Northern Avenue and Jomax Road. This solicitation is issued on behalf of 1GPA Members nationwide. Following contract award, PVUSD will select the awarded vendor(s) that best meet the needs of the District. The items listed under this Scope of Work may or may not apply to the specific needs of PVUSD.

This contract will replace contract 16-11PV Technology and AV Solutions upon its expiration on December 8, 2021.

3. **SCOPE OF WORK:** The scope of work for this solicitation includes an extensive and comprehensive array of technology and audio/visual products and services as outlined herein. The items listed below are examples of the products and services needed, however are not intended to be a comprehensive list. The contract will include any related products and services. Offerors are not required to offer products and services in every category listed below to be considered for a contract award.

CATEGORY 1: HARDWARE AND EQUIPMENT <i>may include but is not limited to:</i>	
Tablets	Servers
Desktops	Laptops
Networking Products	Accessories and Peripherals
Cameras, Microphones and Speakers	Printers, Scanners and Fax Machines
Monitors	Charging Stations
Software Typically Included with Hardware (Microsoft Office, Adobe Acrobat Professional, antivirus software, etc.)	
CATEGORY 2: SOFTWARE <i>(does not include educational software) may include but is not limited to:</i>	
Application Life Cycle Management	Big Data Analytics
Business Service Management	Information Governance
Cloud Solutions (AWS, Google Cloud, Azure, etc.)	Mobile Solutions
IT Service Management	Software-Defined Data Center
Operations Management	Data Warehousing

SCOPE OF WORK

CATEGORY 3: AUDIO/VISUAL *may include but is not limited to:*

Audio Solutions

- Acoustic Materials
- Audio Players/Recorders
- Listening Centers
- Sound Systems
- PA Systems
- Portable Sound Systems

Presentation & Displays

- Document Cameras
- Projectors
- Screens
- Video Walls
- Interactive Whiteboards
- Large-Format Displays
- Touchscreen Displays

Production & Lighting Equipment

- Audio
- Recording
- Video/Camcorders
- Digital Cameras
- Stage Lighting
- Portable Lighting
- Control Systems
- Drones

Signal Management

- Radio Frequency
- Meters
- Monitoring

TV Entertainment

- Digital Media Receivers (Roku, Fire Stick, DVD, etc.)
- Gaming
- Televisions
- Media Players
- Theater Projectors

Accessories

- Microphones
- Headphones and Earbuds
- A/V Lifts
- Cables
- Carts
- Lecterns
- Mounts

CATEGORY 4: CONSULTING AND MANAGED SERVICES *may include but is not limited to:*

Consulting and Managed services include all disciplines within a typical information technology department. These types of services may include, but are not limited to:

Technical Consulting

Asset Management

Managed IT Services

Pre-Implementation Design

Factory Integration (Software or Equipment)

Training and Certification Services

Disaster Recovery Planning and Support

Performance Oversight

Need Analysis and Consultation

CATEGORY 5: INSTALLATION, TRAINING, MAINTENANCE, REPAIR AND SERVICES *may include but is not limited to:*

The awarded vendor(s) should provide installation, training, maintenance and repair services as applicable. All work performed shall meet the highest industry standards. Technicians shall hold the appropriate licenses and/or certifications necessary to ensure full compliance with manufacturer's warranty requirements where applicable. Services may include but are not limited to:

SCOPE OF WORK

Equipment Operation Training	Installation and De-Installation Services
Warranty Services, Extended Warranties and Related Service Coordination	Equipment Maintenance and Repair
On-Call Technical Support	Recycling/Disposal Services (includes proper destruction of electronic files/total hardware wipe-outs)
Troubleshooting	

4. **EQUIPMENT RENTAL:** Rental options may be offered for the acquisition of hardware and audio/visual equipment. Supplemental rental agreements will be negotiated between the vendor and the 1GPA Member directly (see Special Terms and Conditions #7 on page 19).
5. **ONLINE CATALOG:** The vendor should offer an online catalog of products for Member ease and convenience. The website should be unique to the Member and password protected. Desired features include but are not limited to:
 - 5.1 Available 24 hours per day, 7 days per week
 - 5.2 Allows for multiple users with unique login information and customized permissions (view only, order hold, order submit, etc.)
 - 5.3 Ability to search products by name, manufacturer number and/or drop-down commodity lists
 - 5.4 Ability to build standard carts or favorites lists
 - 5.5 Reflects current price lists and 1GPA contract pricing
 - 5.6 Offers purchase approval routing capabilities
 - 5.7 Ability to accept multiple payment forms
 - 5.8 Ability to view account history that includes order status, invoice and payment history and various purchase reports such as history and frequently purchased items.
6. **OTHER PRODUCTS AND SERVICES:** Any other related products and/or services available not specifically listed in the scope of work that provides an added benefit for 1GPA Members.

EVALUATION CRITERIA

EVALUATION CRITERIA

Representatives of 1GPA will evaluate the proposals and rank them from the one most likely to the one least likely to meet the needs of 1GPA and its Members and satisfy the requirements of the RFP. 1GPA may call for interviews to clarify information received in the proposal. In addition to interviews, or if the proposals are very closely ranked, 1GPA reserves the option to enter into discussions on pricing and/or other portions of the proposal and may request Best and Final offers if it is determined to be in 1GPA's own best interest. However, offering firms are cautioned that 1GPA may proceed with an award on the basis of information received in the original proposal and subsequent interviews (if held) without calling for additional discussions or Best and Final offers.

Evaluation of the proposal will be based on the following criteria. Specific weighting shall be used. The following criteria are listed in order of greatest importance:

- A. Cost (300 points possible)** - Overall pricing offered across the country will be considered.
- B. Overall Program Offered (275 points possible)** – Overall range of products and services and the ability to meet the needs of the Members. Demonstrated understanding of the scope and work required and the ability of the Contractor to deliver quality products and/or services in a timely and professional manner may also be considered. This may include but is not limited to the method of approach, e-commerce abilities, shipping and distribution facilities, installation, service and ongoing maintenance program, training and customer support.
- C. Experience, Expertise and Qualifications (250 points possible)** – Experience, expertise and qualifications of the firm and key personnel in providing required products and/or services. Previous experience with similar or like services as outlined in this RFP is also considered.
- D. Value-Add Services Offered and Marketing Plan (125 points possible)** - Other related products or services that add value to the 1GPA Members utilizing the contract offered at little or no cost, the ability to serve a national member base and the Offeror's marketing plan.
- E. Responsiveness (50 points possible)** – Overall responsiveness of the proposal and providing the required information at time of RFP submittal. The ability of the firm to accept the terms and conditions of this solicitation that will become the governing document of this contract will be considered.

SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

SUBMITTAL REQUIREMENTS

ELECTRONIC SUBMITTAL - REQUIRED: An electronic submission is required. The electronic submission is to be uploaded online through ProcureNow. Submittal instructions for ProcureNow are found on the last page of this document under Exhibit A.

Proposals will be time stamped when received by ProcureNow. Proposals will be accepted up to but no later than the time indicated in the Request for Proposal (RFP). Proposals received after the time stated in the RFP will not be considered and will remain unopened. Offeror assumes the risk of any delay in their submission. 1GPA strongly recommends that you give yourself sufficient time and at least **ONE (1) day** before proposal due date and time to begin the uploading process and to finalize your submission.

PROPOSAL FORMAT

Each proposal should be submitted on the forms and in the format specified in the RFP. The material should be in sequence and related to the RFP. 1GPA will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Each proposal should contain a table of contents with a clear and complete identification of the materials submitted by section and page number. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. The proposal should include at least the following information in the same order as listed below:

SECTION 1: GENERAL INFORMATION

- 1.1 Provide a letter of interest and statement signed by the authorized individual indicating the full and complete understanding of the requirements of the Scope of Work detailed within this RFP and the ability of the firm to comply with all terms, requirements and conditions of the resultant contract.
- 1.2 Provide the name and contact information including phone number and email address for any inquiries regarding the proposal.

SECTION 2: COST

- 2.1 Confirm your firm's understanding that 1GPA's 1% administration fee shall be included in the net price. Contractor shall not add the administration fee to approved contract prices.
- 2.2 Complete the Excel Cost Form as per instructions therein. Include fixed prices or minimum discounts for the manufacturers/items specifically listed as indicated. Add fixed prices or discount information for any related products or services not specifically listed. The Excel Cost Form will be uploaded to ProcureNow as a separate document from the proposal.
- 2.3 Extended Warranty and Maintenance Programs: Provide fee schedules or fee calculations for any extended warranty or maintenance programs offered.
- 2.4 Discounts and Incentives: Provide a list of any other discounts or incentives your firm will offer 1GPA Members such as discounts for early invoice payments, volume discounts, etc.

SECTION 3: PROGRAM OFFERED

Note: Vendors are not required to respond to all Scope of Work items to be considered for contract award. If any of the items listed in this section do not apply to your business, please indicate so with "N/A".

- 3.1 Confirm your firm's understanding of the Cooperative Purchasing Program and how you will comply with the contract administration requirements of 1GPA. Describe your process for volume tracking and reporting to 1GPA.

SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

- 3.2 Provide a detailed description of your firm's proposed method of satisfying the requirements of Scope of Work (pages 26 – 28) for the applicable items listed below. If an item does not apply to your business indicate so with N/A:
- Category 1: Hardware and Equipment (page 26)
 - Category 2: Software (page 26)
 - Category 3: Audio/Visual (pages 26-27)
 - Category 4: Consulting and Managed Services (page 27)
 - Category 5: Installation, Training, Maintenance, Repair and Services (pages 27-28)
 - Equipment Rental (page 28)
 - Online Catalog (page 28)
 - Other Products and Services (page 28)
- 3.3 Describe what products and services may be unique to your firm and would be a benefit to Members of 1GPA.
- 3.4 In regard to Maintenance/Repair Services (if applicable):
- 3.4.1 Describe how your firm will handle maintenance and both emergency and non-emergency repairs as needed.
 - 3.4.2 Address whether repairs are handled by in-house personnel or sub-contractors
 - 3.4.3 What is your guaranteed response time for emergency repairs needed?
 - 3.4.4 What is your standard response time for non-emergency repairs needed?
- 3.5 Describe your firm's quality standards/processes and guarantees of service.
- 3.6 Recycling or Disposal Services: Describe in detail any recycling or disposal programs offered by your firm including security measures provided. Include any associated pricing information on the "CAT 5 INSTALL MAINT REP SERV" tab of the Cost Form Tab.
- 3.7 Provide details regarding minimum order requirements if applicable.
- 3.8 Provide a detailed statement of warranty for the products and/or services your firm provides.
- 3.9 Identify metrics your firm uses to evaluate and improve the quality of the programs offered.
- 3.10 Describe your ongoing support program for end users including helpdesk features, onsite services, limits or restrictions, etc.
- 3.11 Identify any rental programs available for hardware and audio/video equipment. Include a schedule of available rental equipment and cost.

SECTION 4: EXPERIENCE, EXPERTISE AND QUALIFICATIONS

- 4.1 Introduction and Qualifications Statement: Provide an executive summary of your firm's history, qualifications and experience in providing products and services as referenced in the scope of work for this solicitation. Include a history of the firm including how long the firm has been in business.
- 4.2 Provide the number, size and location of your firm's central offices, support centers, distribution facilities, warehouses and retail network as applicable.
- 4.3 Describe your firm's technical capabilities including certifications and third party partnerships.
- 4.4 Key Personnel: Provide information regarding the key personnel including but not limited to:

SUBMITTAL REQUIREMENTS & PROPOSAL FORMAT

- 4.4.1 Education and experience
 - 4.4.2 Years of service in the industry
 - 4.4.3 Awards or recognition received
 - 4.4.4 A summary of experience with clients similar to those in 1GPA's membership base
- 4.5 Describe your firm's process for background checks for your employees, subcontractors and/or consultants.
 - 4.6 Professional and Managed Services: Describe how your firm provides ongoing education and training to ensure knowledge and compliance with the latest industry advancements and standards.
 - 4.7 Provide examples of cost savings achieved by your consulting and/or managed services program if applicable.
 - 4.8 Financial Disclosure Questionnaire: Complete the Financial Disclosure Questionnaire (follow the prompts on the ProcureNow Portal to access and upload the form when submitting your proposal).
 - 4.9 References: Provide information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP. Provide five (5) references, preferably government entities, for whom your firm has provided similar services. Each reference should complete and submit the Performance Evaluation Survey on page 33 as directed.

SECTION 5: VALUE-ADD SERVICES AND MARKETING PLAN

- 5.1 Identify any other related value-added services your firm offers at little or no cost that supports your firm's primary business such as lunch and learns, informational videos, etc.
- 5.2 Describe your firm's strategy to successfully market, promote and communicate the benefits of this contract to current and potential 1GPA Members nationwide.
- 5.3 Describe how your firm will train your employees to properly use the contract.
- 5.4 List any organizations and trade shows your firm actively participates in (years not affected by COVID-19). Describe how the 1GPA contract will be displayed and promoted.
- 5.5 Complete the Geographical Regions Questionnaire (follow the prompts on the ProcureNow Portal to access and upload the form when submitting your proposal).

SECTION 6: REQUIRED FORMS

Other Forms required under this solicitation are located on the ProcureNow portal. Please follow the prompts to download the forms and upload the completed forms as part of your firm's submittal.

PERFORMANCE EVALUATION SURVEY

Subject: Request For Proposals 22-02PV Technology and Audio/Visual Solutions

Name of Vendor Being Surveyed: _____

To Whom It May Concern:

1GPA is currently undergoing Performance Evaluations for the vendor listed above regarding their response to a current solicitation. The information will be used to determine the Past Performance and Qualifications of the above firm. 1GPA would greatly appreciate you taking a few minutes out of your busy day to complete the questionnaire below.

Please evaluate the performance of the vendor (**10 means-you are Always satisfied, 5 means- you are Sometimes satisfied, and 1 means- you are very Dissatisfied because of very poor performance**). If you do not have sufficient knowledge of in a particular area, leave it blank.

NO.	Criteria	Unit	Score
1	Ability to maintain schedule and provide results in a timely manner	(1-10)	
2	Quality of Products and/or Service	(1-10)	
3	Ability to understand the needs of the your agency	(1-10)	
4	Vendor's participation and assistance when "issues" arise	(1-10)	
5	Close out process (invoicing, no unexpected/hidden fees)	(1-10)	
6	Billing statements provided are easy to understand	(1-10)	
7	Ability to follow your agency's rules, regulations, and requirements	(1-10)	
8	Communication with your agency regarding schedules and timelines	(1-10)	
9	Vendor provides value added services with satisfaction of your agency	(1-10)	
10	Overall customer satisfaction based on performance (comfort level in using vendor again)	(1-10)	

Total Points _____

Any additional comments regarding vendor/services provided: _____

Signature

Date

Printed Name

Title

Organization

Phone Number

Thank you for your time and effort in assisting the vendor in this important endeavor. **Please email this survey back to the firm requesting it as soon as possible so they can include in their response.**

If preferred, you may email this form directly to Rebecca Seifert at rseifert@1gpa.org. **PLEASE RETURN THIS FORM TO 1GPA NO LATER THAN SEPTEMBER 23, 2021 @ 1:00 PM AZ Time.**

EXHIBIT A

PROCURENOW SUBMISSION INSTRUCTIONS

Please contact ProcureNow at <http://help.procurennow.com/en/collections/1392366-vendor-guides> for technical questions related to your submission.

Please follow these instructions to submit via the ProcureNow public portal.

○ **Create a ProcureNow Account:**

- Register to access solicitation documents and upload responses at <https://secure.procurennow.com/portal/1GPA> by selecting Subscribe to create an account. Detailed instructions may be found at <http://help.procurennow.com/en/articles/2482165-vendor-registration>
- Follow updates to existing solicitations and receive email notices of amendments/addenda posted by finding the solicitation and clicking the "Follow" button. Ultimately, it is the sole responsibility of each offeror to periodically check the site for any amendments/addenda issued at <https://secure.procurennow.com/portal/1GPA>.

2. Prepare your submission materials:

<i>Requested Information/Document</i>	<i>File Type/Format</i>
PROPOSAL	PDF (.pdf)
EXCEL COST FORM	EXCEL (.xlsx)
FORMS	PDF (.pdf)

- Note the type and number of files allowed.
- **Do not embed** any documents within your uploaded files, as they will not be accessible or evaluated.

3. Upload your submission at: <https://secure.procurennow.com/portal/1GPA>

- Your submission must be uploaded, submitted, and finalized prior to the Closing Time of:

SEPTEMBER 23, 2021 AT 1:00 PM ARIZONA TIME

- We strongly recommend that you give yourself sufficient time and at least **ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.

Important Notes:

- Each item of Requested Information/Document will only be visible after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation with a date/time stamp once you finalize your submission.
- Minimum system requirements: ProcureNow is compatible with major browsers such as Chrome, Firefox, Microsoft Internet Explorer, Edge and Safari. It can be accessed on all Android and IOS devices.

**Paradise Valley Unified School District
Memorandum**

DATE: November 3, 2021

TO: Jill Barragan, Assistant Superintendent for Business Operations

FROM: Eva Calles, Director of Purchasing

TYPE: Request for Proposal (RFP) Award

REF: **Technology and Audio Visual Solutions
22-02PV**

It is the recommendation of the Purchasing Department that the above referenced contract for Technology and Audio-Visual Solutions be awarded to the firms determined to have submitted the most advantageous offers as indicated below:

Firms (Alpha Order)

Advanced Systems Integration	Lightspeed Technologies Inc.
Audio Visual Experts	Logicalis Inc.
CamNet Inc.	ManCom Inc.
CCS Presentation Systems	NeedThese
CDW Government LLC	NETSIAN Technologies Group
EAR Professional Audio Video	PCS Wireless
Gaggle	Presidio Holdings Inc.
HyeTech	Sentinel Technologies
IPEVO Inc.	Troxell Communications
iTurity	Visp Group LLC

Paradise Valley Unified School District took the lead on this procurement through 1Government Procurement Alliance (1GPA). The contracts resulting from solicitation 22-02PV shall be for the use of all eligible 1GPA consortium members.

The purpose of this contract is to award long-term contracts with qualified firms to provide a broad range of products and services as needed. Services include but are not limited to hardware and equipment, software, audio/visual products, security products, and professional and managed services.

The District received a total of twenty-eight (28) responses to this Request for Proposal (RFP). Firms were evaluated and based on the evaluation criteria set forth in the RFP. The evaluation committee determined a single award is not advantageous. Award is recommended to the least number of offerors who submitted the most advantageous proposals. The above-listed top twenty (20) firms offer a variety of products and services able to meet the diverse needs of all 1GPA Members.

This is a multi-term contract beginning on date of award for one year. The contract may be extended up to a maximum of four (4) additional years on a year-to-year basis.

Annual renewals would be based solely on the determination of the District and 1GPA as to the performance, costs, and general quality of the products and services provided by the awarded firms.

The District will spend approximately \$10,000,000 annually on technology and audio/visual solutions.

Funding Source: Maintenance and Operations, Capital, Bond

Place this item on the November 18, 2021 Governing Board meeting agenda.



**Determination for Multiple Award
Technology and Audio/Visual Solutions
RFP 22-02PV**

In accordance with the requirements of A.A.C. R7-2-1031, a multiple award is necessary, advantageous, and is in the best interest of the 1GPA Members.

The basis for determining whether to award a multiple contract, as stated in the RFP, is based upon consideration for Members' experience with existing products and systems, continuity for parts replacement and future expansion, contractor's ability to provide for a large diverse Membership and geographic areas served. The awards will be limited to the least number of Offerors that 1GPA determines is necessary to meet the needs of its Members.

The actual use of any contract will be at the sole discretion of 1GPA Members.

Recommended for Award (alpha order):

Advanced Systems Integration LLC	Advanced Systems Integration LLC (ASI) has served a wide variety of clients in the audio/visual industry nationally since 2011. They have a number of partnerships with hardware manufacturers and are licensed with the Arizona Registrar of Contractors. ASI offers "Speech Precedence" technology that uses acoustical timing to ensure that everyone in the room hears the speaker as if they were within 6 feet. They also offered the best average rate for consulting services amongst the awarded vendors. The firm has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.
Audio Visual Experts LLC	Audio Visual Experts LLC (AV Experts) has been offering turnkey audio/visual solutions to a broad range of clientele since 2013. Headquartered in Tempe, AZ, AV Experts provides fully stocked repair vehicles and loaner equipment if needed. The firm is licensed by the Arizona Registrar of Contractors, has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.

CamNet Inc.	CamNet Inc. offers over 20 years of governmental and educational experience. In addition to hardware, software and audio/visual products and services, CamNet offers digital network infrastructure mapping, server monitoring, managed services, remote backup and file sharing/collaboration services. They offered the best discounts on the most audio/visual manufacturers. They also provide emergency and after-hours support and are licensed through the Arizona Registrar of Contractors. CamNet has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.
CDW Government LLC	CDW Government LLC (CDW-G) is a national Fortune 500 company and top 10 internet retailer. They have been serving K-12 for over 20 years. CDW-G offers 100,000+ products from 1200 manufacturers covering hardware, software and audio/visual solutions. They offer a robust website with punchout capabilities and Google solutions. They were ranked second overall. CDW-G has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.
Commercial Computer Services	Commercial Computer Services (CCS) has offices in 21 states and has been providing products and services since 1991. They specialize in audio solutions, presentation systems and video conferencing. They consult with manufacturers during product development and have a CCS branded line. CCS is licensed with the Arizona Registrar of Contractors, has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.
EAR Professional Audio Video	EAR Professional Audio Video provides factory certified sales and support for a wide range of broadcast related systems including digital content creation, media management and integration, distance learning and remote work environments, VMware and cloud based digital media services and support. They have served governmental agencies and school systems for over 20 years. Their central office is located in Phoenix and they provide 47 dropship locations throughout the US. They were the only offeror to provide discounts for eight of the manufacturers requested. EAR Professional Audio Video has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.
Gaggle.Net Inc.	Gaggle.Net Inc. has been serving the school community for over 20 years. They offer a unique, proprietary safety solution that monitors student activity and sends web filter alerts in several areas – self harm, drugs, bullying, and more. The system provides access to secure teletherapy sessions as well as incorporates a student safety tip line. Gaggle.Net Inc. has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.

Hye Tech Network & Security Solutions LLC	Hye Tech Network & Security LLC has been providing comprehensive professional and managed service programs to Arizona government and education since 2005. They also provide network related hardware, software and various other components nationally. Hye Tech offers technical consulting, pre-implementation design, needs analysis and performance oversight. Hye Tech has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.
IPEVO Inc.	IPEVO Inc. is a manufacturer of FCC Certified, award-winning interactive teaching tools such as document cameras and wireless interactive white board systems. IPEVO strives to make their systems affordable and easy to use. Members will have direct access to the manufacturer for assistance and will have the opportunity to provide feedback to improve products. IPEVO has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.
iTurity LLC	iTurity LLC has been offering K-12 school districts repair services for iPads, Chromebooks and laptops on a national basis for over 9 years. Prepaid shipping containers are provided to the Member so that when a device breaks it can be shipped immediately for quick repair. No other vendor offered this type of service. iTurity has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.
Lightspeed Technologies Inc.	Lightspeed Technologies Inc. has been manufacturing and distributing audio systems for learning spaces to K-12 schools for over 25 years. Their focus is classroom technology, small group communication and intuitive speakers. They also offer refurbished product and have a trade-in program. Lightspeed offers a 5-year product warranty and has representatives located throughout the US. Lightspeed Technologies Inc. has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.
Logicalis Inc.	Logicalis Inc. has been providing self-performed, turnkey network integration since 1998. Their clients include K-12, governmental agencies and higher education. They provide a full line of hardware, software, audio/visual products and related services nationally and is licensed with the Arizona Registrar of Contractors. They offered the most hardware and software manufacturers at the highest discounts and were the only firm to offer 39 of the manufacturers requested. Logicalis Inc. was ranked third overall, has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.

ManCom Inc.	Since 2012, ManCom Inc. has offered system integration, IT and voice communications services, website and SEO development and integration management support to government and educational clients. They also negotiate savings with the Member's internet providers and offer floor model discounts with a 1-year warranty. ManCom offered the most robust equipment recycling program that includes data wipe, disposal and resell. They also offer consulting services. ManCom Inc. has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.
NeedThese, a dba of Creative Industries & Technology LLC	NeedThese is an award-winning supplier of hardware, software, audio/visual equipment and related services. They have served educational institutions in the continental US since 1999. They also were the only offeror to provide discounts for three of the manufacturers requested and was the fifth highest ranking vendor overall. NeedThese has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.
Netsian Technologies Group, a dba of Wilson Electric Services Corp	Netsian Technologies Group designs, installs, programs and services the <u>industry's leading products</u> for Arizona Members' technological needs. They offer 24-hour emergency service and system maintenance. They also provide client material storage, cable, fiber, Wi-Fi, voice, phone and in house prefab. They offered the best average service rates overall. Netsian Technologies Group is licensed with the Arizona Registrar of Contractors, has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.
PCS Wireless	Since 2001, PCS Wireless has been helping schools, <u>enterprises and more</u> save money by providing premium, pre-owned and refurbished phones, tablets and laptops. They also offer trade-in and buyback programs. PCS Wireless has a NIST-800 and ADISA compliant data clearing system to ensure that all devices received are cleared of all personal and professional data and properly restored to the original factory settings. No other vendor offered this service. PCS Wireless has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.
Presidio Networked Solutions Group LLC	Since 1986, Presidio Networked Solutions Group LLC has architected, deployed and maintained hardware and software systems and solutions for a large number of educational institutions. They have high-level partnerships with many manufacturers in each of these categories. They also design and build customized video conferencing solutions and provide a wide array of related consulting and managed services. Presidio is licensed with the Arizona Registrar of Contractors, has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.

Sentinel Technologies Inc.	Sentinel Technologies Inc has been providing services to government agencies and educational institutions nationally since 1982. They offer a variety of service plan options and have several OEM certifications and partnerships with manufacturers. They also offer consulting services. Sentinel has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.
Troxell Communications Inc.	Troxell Communications Inc. has been meeting the hardware, software, and audio/visual needs of Pre-K-university clients since 1983. They can support Members on a national basis and are the overall highest-ranking vendor. They also offered the most audio/visual manufacturers requested. Troxell is licensed by the Arizona Registrar of Contractors, has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.
Visp Group LLC	Since 2010, Visp Group LLC has been supplying hardware, software and audio/visual solutions to a variety of clients throughout the continental US. They also provide custom-tailored maintenance programs, and technical/ support services. They offer network analysis, drone demos for students and replacement/removal services. Visp Group was ranked fourth overall, has no active exclusions or restrictions through the System for Award Management and is registered with the Corporation Commission.

Each vendor provides an extensive and comprehensive array of products and services to assist 1GPA Members in supporting their technology and audio/visual related needs. Technology changes at a rapid pace. Members need access to innovative vendors that can supply equipment, support and related services in a timely and sometimes expedient manner. Budget is also a growing concern as prices are on the rise, so having the option to purchase refurbished equipment or to repair equipment they already own is essential. A multiple award ensures Members will have access to a full line of products, equipment and services. No one vendor can meet all the needs of 1GPA Members for technology and audio/visual solutions.

1GPA/Paradise Valley Unified School District recommend Members prepare a Written Determination that specifies the reasons the vendor was chosen to satisfy the requirements of rule R7-2-1004 Written Determinations: "Written determinations required by Articles 10 and 11, including for any specified professional services, construction, construction services or materials to an entity selected from a qualified select bidders list or through a school purchasing cooperative, shall specify the reasons for the determination, including how the determination was made."

Based upon these factors, Paradise Valley Unified School District and 1GPA have determined the necessity of a multiple award for technology and audio/visual solutions. A single award is not advantageous to 1GPA's Members. The contract award recommendation is to the least number of suppliers necessary to meet the needs of 1GPA Members.

Not Recommended for Award (alpha order):

- Data Image LLC
- Encore Data Products Inc.
- Immedia LLC
- IT Recycling Group
- Teach Logic LLC
- TFD Unlimited LLC
- Tri-Force Consulting Services
- vCloud Tech Inc.

Christy Knorr

Christy Knorr, Vice President
1Government Procurement Alliance (1GPA)

Eva D. Calles

Eva Calles, Director of Purchasing
Paradise Valley Unified School District



Contract Extension

September 26, 2022

Sentinel Technologies Inc.
1241 W. Warner Road, Suite 112
Tempe, AZ 85284
Attn: Chris Bowen (cbowen@sentinel.com)

Re: Extension Agreement for Contract #22-02PV-18, Technology and Audio/Visual Solutions

The above referenced contract is hereby mutually extended for an additional one (1) year period until December 8, 2023. This is the second year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- ☒ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- ☐ Proof/Verification of ROC Licensing in good standing (if applicable).
- ☒ Proof of any other applicable licensing related to your contract.
- ☒ Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- ☒ Current SAM Verification and/or DUNS Number.
- ☒ Updated Contact Information Sheet completed.

Please check ONE of the following appropriate boxes regarding pricing:

- ☒ No price updates at this time. Current pricing on file is accurate.
- ☐ Our contract utilizes a firm-fixed price list. We are providing an updated fixed price list for 1GPA's review (attached).
- ☐ Our contract pricing is based on a percentage discount off list price. We have provided new price lists for 1GPA's review. Please see the attached updates. *Note: Percentage Discounts remain the same as per contract terms and conditions.*
- ☐ We are aware of new price lists that will be coming available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are received and approved by 1GPA. *Note: Percentage Discounts remain the same as per contract terms and conditions.*
- ☐ We have provided an updated cost form that includes adjustments to our labor and services rates for 1GPA's review.

If any of the boxes were checked regarding pricing updates; please include a brief description of the update here:

--

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for review and utilizing the same format provided in the contractor's original proposal.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Vendor Acceptance/Signature: <u>Cassandra Taylor</u> <small>Cassandra Taylor (Sep 27, 2022 08:59 PDT)</small>	
Printed Name: Cassandra Taylor	
Title: VP of Operations- West	Date: Sep 27, 2022
1GPA Authorized Signature: <u>Christy Knorr</u>	
Printed Name: Christy Knorr	
Title: Vice President	Date: <u>11/2/2022</u>
Paradise Valley Unified School District Authorized Signature: <u>Eva Calles</u>	
Printed Name: Eva Calles	
Title: Director of Purchasing	Date: 11/21/2022

OFFEROR'S PROPOSAL AND CONTRACT ACCEPTANCE

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Offeror further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Proposal.

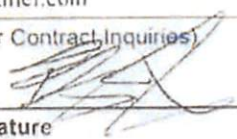
36-3199182
Federal Employer Identification Number

Sentinel Technologies, Inc.
Company Name

Tim Hill
Printed Name

Co-President/CFO
Title

cbowen@sentinel.com
Primary Email (for Contract Inquiries)


Authorized Signature

1241 W. Warner Road, Suite 112
Address

Tempe AZ 85284
City, State Zip

480.820.7141
Company Telephone Number

Judy Kebleris
Accounting / AP Contact Name

SentinelAR@sentinel.com
Accounting / AP Email

The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives a purchase order/contract from a 1GPA member. The Contractor agrees to comply with the requirements of submitting Usage Reports and Purchase Orders and/or Contracts to 1GPA. The contractor shall provide monthly or quarterly (arrangements to be made with 1GPA) reconciliation reports based on all contract activity to 1GPA. Contractor will be invoiced from these reports. Invoices are due upon receipt.

1GPA'S PROPOSAL AND CONTRACT ACCEPTANCE

The Proposal is hereby accepted:

The Contractor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc

This contract shall henceforth be referred to as 22-02PV- 18, Technology and Audio/Visual Solutions

Awarded this 18th day of November 2021

This contract shall be effective this 8th day of December 2021

1GPA

Signature Christy Knorr Date 11/19/2021
Printed Name: Christy Knorr Title Vice President

Approved By: Paradise Valley Unified School District

Signature: Eva D. Calle Date 11/19/2021
Printed Name Eva D. Calle Title Director of Purchasing



1Government Procurement Alliance



November 19, 2021

Chris Bowen
Sentinel Technologies Inc.
1241 W Warner Rd, Ste 112
Tempe, AZ 85284
cbowen@sentinel.com

1GPA is pleased to announce that your company has been awarded a contract for the following products and/or services based on the proposal submitted to 1GPA for RFP# 22-02PV:

Commodity/Contract Title:
Technology and Audio/Visual Solutions
Contractor/Vendor:
Sentinel Technologies Inc.
Contract Number:
22-02PV-18

The contract is effective December 8th, 2021 and will expire on December 8, 2022. The contract may be renewed annually for up to an additional four years, if mutually agreed to by 1GPA and your firm.

The 1GPA partnership can be of great help to participating agencies. Please feel free to provide copies of this letter to your sales representative to assist in their work. Please review the Vendor Welcome Guide that is included in the Award Notification Email.

If you have any questions or concerns, please feel free to contact Christy Knorr at the 1GPA office at (480) 399-6366 or via email at cknorr@1GPA.org. We look forward to working with you and your team!

Sincerely,

Christy Knorr
Vice President

ARF-8617

Regular Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 03/19/2024

Submitted By: Maryn Belling, Finance Director

Department: Finance

Information

Request/Subject

Adoption of Revised Policy No. BOS-FIN-016 - *Community Agency and Economic Development Funding.*

Background Information

In response to Financial Statement Finding 2022-01, Gila County's Corrective Action Plan indicates a completion date of December 31, 2023, for the following corrective action: *To help ensure that the County provides funding for economic development activities that are used for the intended purposes and that are constitutional, the County will revise its policy and procedures to include an application process detailing the request for funding. Prior to funding, each request will be reviewed to ensure services and uses are constitutional, and that an agreement is executed by the County and requesting party and will require that the funds will be utilized as intended. Any unexpended funds will be returned to the County. The awarded entities will be required to certify that the awarded funds were used as intended.*

Financial Statement Finding number 2022-01 is as follows (and attached): The County awarded \$140,925 to various organizations without requiring them to provide documentation that the monies were used only for economic development that benefited the public, resulting in an increased risk of misuse of County monies

Condition—During fiscal year 2022, the County's Board of Supervisors awarded \$140,925 of Constituent Funds discretionary monies to 54 community nonprofit and governmental organizations for economic development, but County management did not require award recipients to provide documentation nor did it monitor how these monies were spent to provide authorized services and activities that benefited the public.

Effect—The County put \$140,925 of its Constituent Funds discretionary spending monies to be used to support economic development at an increased risk of misuse because it did not ensure the awarded monies were used for intended and authorized purposes. Cause—The County's policies and procedures for awarding Constituent Funds discretionary

monies for economic development did not include preaward and monitoring follow-up steps for County management to ensure monies were used for intended and authorized purposes. Specifically, the County did not require award recipients to demonstrate their qualifications for the award and specify with detailed budgets how and when requested monies will be used, report and certify how monies were spent, and return any unexpended or misspent monies. Criteria—County policy requires a signed, written agreement, memorandum of understanding, or contract between the County and the awarded organizations any time the Board of Supervisors awards Constituent Funds for economic development (Gila County Community Agency and Economic Development Funding Policy, BOS-FIN-016). Additionally, the Arizona Constitution, Art. IX, Sec. 7, bans gifts of public monies by counties to individuals and organizations. Consequently, if the County determines that it is appropriate to provide economic development awards to individuals or organizations, it must assess and document how each award serves a public purpose and benefits the County, and the value to be received by the public is not far exceeded by the consideration being paid by the public. Further, developing and documenting the policies and procedures of internal control responsibilities, such as preaward and follow-up steps for the County's economic development award objectives, to respond to related risks of misusing monies is an essential part of internal control standards, such as the Standards for Internal Control in the Federal Government, issued by the Comptroller General of the United States, and integral to ensuring public monies are not fraudulently or mistakenly misused.¹

Recommendations—County management should improve its policies and procedures for awarding and monitoring Constituent Funds discretionary monies used for economic development to include preaward and follow-up steps for it to follow that:

1. Include detailed guidelines and requirements that all award recipients must meet to qualify for economic development award monies. For example, the County's policies should describe acceptable award uses. Further, the County should create an award application where entities would be required to describe their intended uses, such as service and activity goals, expected outcomes, and performance measures, and to provide sufficiently detailed budgets indicating how and when the requested monies will be used.
2. Require awarded entities to report and certify how monies were spent. This report and certification should be required periodically or at least once the specified and approved time frame for expending the monies has occurred.
3. Require awarded entities to return any unexpended or misspent monies. The County's Corrective Action Plan at the end of this report includes the views and planned corrective action of its responsible officials. We are not required to audit and have not audited these responses and planned corrective actions and therefore provide no assurances as to their accuracy. This finding is similar to prior-year

finding 2021-01. 1 U.S. Government Accountability Office (GAO). (2014). Standards for internal control in the federal government. Retrieved on 3/31/23 from <https://www.gao.gov/assets/670/665712.pdf>.

On February 5, 2013, the Board adopted Policy No. BOS-FIN-016 - *Community Agency and Economic Development Funding*.

Evaluation

Beginning with Fiscal Year 2017, the Arizona Auditor General's office has identified opportunities for improvements in Gila County's policy and procedure for economic development grants. Each audit year, the Gila County Finance Department has provided a Corrective Action Plan to address the opportunities for improvement. In calendar year 2023, the Finance

Department and the County Attorney's Office have worked together to provide Gila County Board of Supervisors with a policy and procedure meeting the Corrective Action Plan's objectives and addressing the Auditor General's Finding #2022-01.

Conclusion

Today's proposed revised policy addresses the Arizona Auditor General's finding #2022-01 through the Corrective Action Plan included with the 2022 Audit.

Recommendation

The Finance Department Director recommends that the Board of Supervisors adopt revised Policy No. BOS-FIN-016 - *Community Agency and Economic Development* as presented at the February 27, 2024, work session.

Suggested Motion

Information/Discussion/Action to adopt revised Policy No. BOS-FIN-016 - *Community Agency and Economic Development Funding*. **(Maryn Belling)**

Attachments

Revised BOS- FIN- 016

Original Policy

Redline (Revision) Policy

Gila County Policy	Policy Number: BOS-FIN-016	Page
Community Agency and Economic Development Funding	Adopted by BOS: 02-05-2013 Revised: 03-19-2024	1 of 1

I. PURPOSE:

The Community Agency and Economic Development Funding Policy is adopted to allow the Gila County Board of Supervisors and staff to provide economic development activities by funding non-profit entities, (community agencies), cities, towns and other governmental agencies in Gila County to perform economic development services and activities in the communities. The policy addresses community needs that are not met or are underserved by existing community service programs and supports activities that enhances economic growth within Gila County communities.

II. APPLICABILITY:

This policy applies to all Gila County Divisions/Departments and Elected Offices. This policy will be pertinent to the Board of Supervisors and Finance when allocating funds to non-profit entities, (community agencies), cities, towns, and other governmental agencies.

III. POLICY:

It is the policy of the Gila County Board of Supervisors to annually consider funding for non-profit entities (community agencies), cities, towns, and other governmental agencies for economic development activities which the Gila County Board of Supervisors determines are for the benefit of the public in conformance with Arizona Revised Statutes §11-254. Contribution for economic development.

SIGNATURES:

CHAIRMAN, BOARD OF SUPERVISORS

DATE

☒ SEE ATTACHED FUNDING PROCEDURES

GILA COUNTY COMMUNITY AGENCY AND ECONOMIC DEVELOPMENT FUNDING PROCEDURES

I. DEFINITIONS:

NONE

II. PROCEDURES:

a. Consideration for Funding

Eligible recipients of funding are limited to non-profit agencies, cities, towns, or other governmental agencies within Gila County. The purpose of the funding shall be to provide services to the public which Gila County is authorized to provide in conformance with Arizona Revised Statute §11-251. Powers of the board; or for economic development activities which the Gila County Board of Supervisors determines are for the benefit of the public in conformance with Arizona Revised Statute §11-254. Contribution for economic development

The non-profit agencies must be an incorporated non-profit 501(c)3 or other designated non-profit; community-based organization, registered with the Arizona Corporation Commission, and have a Federal Employer Identification Number (EIN). A copy of the 501(c)3 non-profit documentation must accompany the request.

When a request is being considered for funding, Gila County may, with mutual consent of the recipient, provide in-kind services, manpower, equipment, and material in lieu of funding to meet the needs of specific requests.

b. Funding Process

- i. Funding requests must be submitted to the District's Executive Administrative Assistant on the letterhead of the non-profit entity, city, town, or other governmental agency and the letter shall be signed by the person authorized by the Organization to make a request for funding.
- ii. Each entity must complete the Funding Request Form and sign the Compliance Statement at the end of the Request Form.
- iii. Each entity must submit a current W-9 form.
- iv. Gila County will provide an Intergovernmental Agreement, or an Economic Development Agreement which enumerates the specific services or activities to be funded and provided. The Intergovernmental Agreement, or Economic Development Agreement must be signed by both parties.

- v. Non-profit entities are defined as those enjoying federal tax-exempt status with the Internal Revenue Service.
- vi. Proof of non-profit tax-exempt status must be furnished with the Intergovernmental Agreement, or Economic Development Agreement.
- vii. Requests are reviewed by the Executive Administrative Assistant
- viii. The Executive Administrative Assistant will determine if the request complies with the Gift Clause. To comply with the Gift Clause, Article 9, Section 7 of the Arizona Constitution, the proposed expenditure must serve a public purpose and include valid consideration.
- ix. If the proposal does not serve a public purpose, the request will be denied.
- x. If the proposal does not include valid consideration, the request will be denied. If there is valid consideration, the request will move forward to the Supervisor, in the District where the request for funding was received.
- xi. In determining whether there is valid consideration, the Executive Administrative Assistant should consider the following:
 - 1. Whether the value to be received by the public is far exceeded by the consideration being paid by the public.
 - 2. What the public is giving and getting from the arrangement and ask whether the “give” so far exceeds the “get.”
 - 3. The County may not give away public property or funds. The County must receive a quid pro quo which means that it can enter into Economic Development Agreements for goods, materials, property and services.
 - 4. Consideration cannot include indirect benefits, they must be direct benefits that are “bargained for as part of the Economic Development Agreement party’s promised performance.
 - 5. Focus on the objective fair market value of what the private party has promised in return for the public entity’s payment.

- xii. The Supervisor, in the District where the request for funding was received, will approve or deny the request. If the Supervisor approves the proposed expenditure, the Funding Request Form will move forward to the Finance Department.
- xiii. The Finance Department Director shall determine if funding is available, the request is appropriate, and all proper documentation has been received.
- xiv. The respective District's Executive Administrative Assistant shall prepare an Economic Development Agreement.
- xv. Entity executes Economic Development Agreement for funding.
- xvi. The Economic Development Agreement goes before the Board of Supervisors to discuss the expenditure request. If the Board of Supervisors finds that the expenditure is for the benefit of the public, they may approve the Economic Development Agreement.
- xvii. If the Board of Supervisors approves the Economic Development Agreement, the Funds are released.
- xviii. Entities must provide an expended funds report once their funded activities are completed. Failure to provide expended funds report will result in denial of future requests.
- xix. Once the project is completed, entities must return any unexpended funds to the County.

c. Finance Department Reporting Responsibilities

- 1. The Finance Department shall prepare a monthly funding activity report and provide it to the Board of Supervisors to submit on the Board Consent Agenda.
- 2. The Finance Department shall follow-up with all entities that did not provide an expended funds report within 90-days after the term of the IGA or Economic Development Agreement is concluded.

d. Constituent Funds

Annually, Constituent Funds are appropriated for each of the three (3) members of the Gila County Board of Supervisors for use within their respective districts for purposes each Supervisor deems appropriate. While these discretionary funds can be used for a wide range of projects, services, and activities, each Supervisor is bound by Arizona law and Gila County policies in their use. For example:

- i. The use of Constituent Funds to hire temporary employees is subject to all of Gila County's open and competitive recruiting, selection and hiring policies and procedures.

- ii. The use of Constituent Funds to support non-profit entities, cities, towns, and other governmental agencies that provide services to the public which the Gila County Board of Supervisors is authorized to provide, or for economic development activities which are determined to benefit the public, are subject to the customary process and requirements of an Intergovernmental Agreement, or Economic Development Agreement.
- iii. The use of Constituent Funds to purchase products, goods or services is subject to all Gila County open and competitive bidding and award policies and procedures.

Gila County Policy Community Agency and Economic Development Funding	Policy Number: BOS-FIN-016	Page
	Adopted by BOS: 02-05-2013 Revised: 00-00-0000	1 of 1

I. PURPOSE:

The Community Agency and Economic Development Funding Policy is adopted to allow the Gila County Board of Supervisors and staff to provide economic development activities by funding non-profit entities, (community agencies), cities, towns and other governmental agencies in Gila County to perform economic development services and activities.

DEPARTMENTS AFFECTED: All Gila County Divisions/Departments and Elected Offices.

II. POLICY:

It is the policy of the Gila County Board of Supervisors to annually consider funding for non-profit entities (community agencies), cities, towns, and other governmental agencies for economic development activities which the Gila County Board of Supervisors determines are for the benefit of the public in conformance with Arizona Revised Statutes §11-254. Contribution for economic development; and §11-254.04. Expenditures for economic development; definition.

SIGNATURES:


CHAIRMAN, BOARD OF SUPERVISORS

2/5/13
DATE

+ See attached administrative procedures.

GILA COUNTY COMMUNITY AGENCY AND ECONOMIC DEVELOPMENT FUNDING PROCEDURES

I. DEFINITIONS:

NONE

II. PROCEDURES:

A. General Requirements and Objective

Annually, County staff shall develop a Community Agency and Economic Development Funds list consisting of non-profit entities (community agencies), cities, towns and other governmental agencies to be considered for funding in the next annual budget. The list shall be made up of agencies funded in the previous budget year and any new or known requests for the upcoming budget year.

The list is for staff purposes only and will not be published in the budget, but will be used each year to establish the proposed funding levels for the budget line items of Constituent Funds – Districts I, II, and III, the Community Agency Fund, and the Community/Economic Development Fund. Agencies not included on the list may be considered for funding depending upon the availability of funds.

B. Consideration for Funding

Eligible recipients of funding are limited to non-profit agencies, cities, towns or other governmental agencies. The purpose of the funding shall be to provide services to the public which Gila County is authorized to provide in conformance with Arizona Revised Statute §11-251. Powers of the board; or for economic development activities which the Gila County Board of Supervisors determines are for the benefit of the public in conformance with Arizona Revised Statute §11-254. Contribution for economic development; and §11-254.04. Expenditures for economic development; definition.

When a request is being considered for funding, Gila County may, with mutual consent of the recipient, provide in-kind services, man power, equipment, and material in lieu of funding to meet the needs of specific requests.

C. Funding Process

1. Funding requests must be submitted to the Gila County Finance Department on the letterhead of the non-profit entity, city, town or other governmental agency.
2. Gila County will provide an intergovernmental agreement, a memorandum of understanding or a contract which enumerates the specific services or activities to be funded and provided. The intergovernmental agreement, memorandum of understanding or contract must be signed by both parties.
3. Non-profit entities are defined as those enjoying federal tax exempt status with the Internal Revenue Service.
4. Proof of non-profit tax exempt status must be furnished with the intergovernmental agreement, memorandum of understanding or contract.

D. Constituent Funds

Annually, Constituent Funds are appropriated for each of the three (3) members of the Gila County Board of Supervisors for use within their respective districts for purposes each Supervisor deems appropriate. While these discretionary funds can be used for a wide range of projects, services, and activities, each Supervisor is bound by Arizona law and Gila county policies in their use. For example:

1. The use of Constituent Funds to hire temporary employees is subject to all of Gila County's open and competitive recruiting, selection and hiring policies and procedures.
2. The use of Constituent Funds to support non-profit entities, cities, towns and other governmental agencies that provide services to the public which the Gila County Board of Supervisors is authorized to provide, or for economic development activities which are determined to benefit the public, are subject to the customary process and requirements of an intergovernmental agreement, memorandum of understanding or contract.
3. The use of Constituent Funds to purchase products, goods or services is subject to all Gila County open and competitive bidding and award policies and procedures.

4. Any other use of Constituent Funds not enumerated above is subject to prior approval of the Gila County Board of Supervisors.

E. Hiring Temporary Employees

1. Submit a "Request to Post" and a "Payroll Authorization" to the Gila County Human Resources Department. (Note: Allow a minimum of three (3) weeks to hire a temporary employee).

The "Request to Post" shall include:

- a) A description of the specific Gila County purpose and task to be accomplished
 - b) The job classification title and its salary, grade, and step.
 - c) The name of the department/division or elected office to whom the temporary employee will report (County elected official or department/division director will assign a direct supervisor).
 - d) The start and end date of the temporary position.
2. All temporary positions shall be posted and/or advertised for a minimum of five (5) regular working days.
 3. Hiring will be based upon the results of an interview and background check of the qualified applicants.
 4. The "effective date" of hire cannot precede the interview completion date.

Gila County Policy Community Agency and Economic Development Funding	Policy Number: BOS-FIN-016	Page
	Adopted by BOS: 02-05-2013	1 of 1
	Revised: 01-16-2024	

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II. APPLICABILITY:

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III. POLICY:

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CHAIRMAN, BOARD OF
SUPERVISORS

DATE

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+ See attached administrative procedures.

GILA COUNTY COMMUNITY AGENCY AND ECONOMIC DEVELOPMENT FUNDING PROCEDURES

I. DEFINITIONS:

NONE

II. PROCEDURES:

A. General Requirements and Objective

Annually, County staff shall develop a Community Agency and Economic Development Funds list consisting of non-profit entities (community agencies), cities, towns and other governmental agencies to be considered for funding in the next annual budget. The list shall be made up of agencies funded in the previous budget year and any new or known requests for the upcoming budget year.

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Eligible recipients of funding are limited to non-profit agencies, cities, towns or other governmental agencies. The purpose of the funding shall be to provide services to the public which Gila County is authorized to provide in conformance with Arizona Revised Statute §11-251. ~~Powers of the board;~~ or for economic development activities which the Gila County Board of Supervisors determines are for the benefit of the public in conformance with Arizona Revised Statute §11-254. Contribution for economic development.

The non-profit agencies, must be an incorporated non-profit 501(c)3 or other designated non-profit; community-based organization, registered with the Arizona Corporation Commission, and have a Federal Employer Identification Number (EIN). A copy of the 501(c) non-profit documentation must accompany the request.

When a request is being considered for funding, Gila County may, with mutual consent of the recipient, provide in-kind services, man power, equipment, and material in lieu of funding to meet the needs of specific requests.

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C. Funding Process

1. Funding requests must be submitted to the Gila County Finance Department on the letterhead of the non-profit entity, city, town or other governmental agency and the letter shall be signed by the person authorized by the Organization to make a request for funding.

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2. Each entity must complete the Funding Request Form and sign the Compliance Statement at the end of the Request Form.

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3. Each entity must submit a current W-9 form.

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4. Gila County will provide an intergovernmental agreement, or a contract which enumerates the specific services or activities to be funded and provided. The intergovernmental agreement, or contract must be signed by both parties.

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5. Non-profit entities are defined as those enjoying federal tax exempt status with the Internal Revenue Service.

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6. Proof of non-profit tax exempt status must be furnished with the intergovernmental agreement, or contract.

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7. Requests are reviewed by the Funding Review Team:

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8. The Funding Review Team will determine if the request complies with the Gift Clause. To comply with the Gift Clause, Article 9, Section 7 of the Arizona Constitution, the proposed expenditure must serve a public purpose and include valid consideration.

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9. If the proposal does not serve a public purpose, the request will be denied.

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10. If the proposal does not include valid consideration, the request will be denied. If there is valid consideration, the request will move forward to the Supervisor, in the District where the request for funding was received.

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11. In determining whether there is valid consideration, the Funding Review Team should consider the following:

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a) Whether the value to be received by the public is far exceeded by the consideration being paid by the public.

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b) What the public is giving and getting from the arrangement and ask whether the "give" so far exceeds the "get."

c) The state may not give away public property or funds. The state must receive a quid pro quo which means that it can enter into

Community Agency and Economic Development Funding referencing Policy Number BOS-FIN-016

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contracts for goods, materials, property and services.

- d) Consideration cannot include indirect benefits, they must be direct benefits that are "bargained for as part of the contracting party's promised performance.
- e) Focus on the objective fair market value of what the private party has promised in return for the public entity's payment.

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12. The Supervisor, in the District where the request for funding was received, will approve or deny the request. If the Supervisor approves the proposed expenditure, the Funding Request Form will move forward to the Finance Department.

13. The Finance Department Director shall determine if funding is available, the request is appropriate, and all proper documentation has been received. Finance Department shall prepare a funding contract.

14. Entity executes contract for funding.

15. Funds are released.

16. Entities must provide an expended funds report once their funded activities are completed. Failure to provide expended funds report will result in denial of future requests.

17. Once the project is completed, entities must return any unexpended funds to the County.

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D. Finance Department Reporting Responsibilities

1. The Finance Department shall prepare a monthly funding activity report and provide it to the Board of Supervisors to submit on the Board Consent Agenda.

2. The Finance Department shall follow-up with all entities that did not provide an expended funds report within 90-days after the term of the IGA or contract agreement is concluded.

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E. Constituent Funds

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1. The use of Constituent Funds to hire temporary employees is subject to all of Gila County's open and competitive recruiting, selection and hiring policies and procedures.
2. The use of Constituent Funds to support non-profit entities, cities, towns and other

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governmental agencies that provide services to the public which the Gila County Board of Supervisors is authorized to provide, or for economic development activities which are,determined to benefit the public, are subject to the customary process and requirements of an intergovernmental agreement, or contract.

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The use of Constituent Funds to purchase products, goods or services is subject to all Gila County open and competitive bidding and award policies and procedures.

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3.

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<#>Hiring Temporary Employees

<#>Submit a "Request to Post" and a "Payroll Authorization" to the Gila County Human Resources Department. (Note: Allow a minimum of three (3) weeks to hire a temporary employee).

The "Request to Post" shall include:

<#>A description of the specific Gila County purpose and task to be accomplished

<#>The job classification title and its salary, grade, and step.

<#>The name of the department/division or elected office to whom the temporary employee will report (County elected official or department/division director will assign a direct supervisor).

<#>The start and end date of the temporary position.

<#>All temporary positions shall be posted and/or advertised for a minimum of five (5) regular working days.

<#>Hiring will be based upon the results of an interview and background check of the qualified applicants.

The "effective date" of hire cannot precede the interview completion date....

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ARF-8615

Regular Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 03/19/2024

Submitted For: Kayle Lathrop, Director

Submitted By: Josh Beck, Director

Department: Community Services

Fiscal Year: FY25

Budgeted?: No

Contract Dates TBD

Grant?: Yes

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Repeal Resolution No. 23-09-03 and adopt Resolution No. 24-03-02 to authorize an application for a clean water state revolving fund loan from the Water Infrastructure Authority of Arizona not to exceed \$250,000.

Background Information

On September 5, 2023, the Board of Supervisors adopted Resolution No. 23-09-03, which authorized the submittal of an application for a clean water state revolving fund loan from the Water Infrastructure Finance Authority of Arizona. That resolution was not utilized because the application was not fully submitted due to some questions that Gila County needed to answer. The application is now ready to be submitted, so an updated resolution needs to accompany it. Resolution No. 23-09-03 needs to be repealed by the Board of Supervisors as it was not used, and Resolution No. 24-03-02 needs to be adopted by the Board of Supervisors.

The problems we are facing include:

1. There are approximately 5,500 homes in unincorporated Gila County whose wastewater needs are primarily serviced by cesspools. It is Gila County's desire to replace these cesspools with properly functioning septic systems and, wherever possible, incorporate water reuse & recycling technologies to allow multiple uses of water before recharging clean water to the groundwater resources. These actions will assist in addressing the effects of Arizona's drought.

2. It is estimated that these systems annually contribute approximately

840,000 lbs of Biochemical Oxygen Demand and 227,838 lbs of Nitrogen to the environment.

3. The 2020 census showed the Gila County median age to be 50.4 and the median household income to be \$46,907. It is expected that the median income for unincorporated Gila County will be below the county average and far below WIFA's income requirement of \$59,321.70.

4. Gila County Community Services is applying for 100% loan forgiveness to provide both incentive and ability for homeowners to voluntarily replace their cesspools.

a. This action will directly resolve this critical non-point source pollution problem, and

b. This action directly benefits a disadvantaged community.

The solution we have proposed is: The solution is direct replacement of 5,500 cesspools in Gila County. Gila County Community Services Department is experienced in providing forgivable loan monies to qualified parties in a manner that assures that funds are used properly and that the intended result is achieved. They will be partnering with the Gila County Health and Emergency Management Department, Environmental Health Division, who is experienced with cesspool replacement and new system selection, permitting and inspection.

This item was presented to the Gila County Board of Supervisors on August 1, 2023, and the application to apply for this funding was approved. The next step in the process of the application is to adopt this Resolution for debt from the clean water state revolving fund loan program.

This previous resolution was approved by the Board of Supervisors on September 5, 2023. During the application process for the special funding, it became apparent that the Resolution would need to contain information about repayment, regardless of it being financial assistance that is to be 100% forgivable, due to Arizona Revised Statute 49-1225(B)(3) and Arizona Revised Statute 49-1225(F) which define the funding process for such a loan.

Evaluation

Cesspools are excavations that receive household wastewater. They are essentially outhouses with running water. Since there is little or no treatment, cesspools can contaminate groundwater. Also, cesspools often have no lids covering the opening causing safety concerns. Both situations are the reason that cesspools have not been approved for use in Arizona since 1976. In fact, current Arizona Department of Environmental Quality (ADEQ) regulations on cesspools specifically prohibit their use for sewage disposal [R18-9-A309(A)(4) and R18-5-408(D)]. Gila County's goal is to assist as many homes as possible with the process of eliminating their current cesspool and replacing them with a permitted onsite wastewater system. The County's administrative costs of performing the grant are allowable for reimbursement. There is no match required.

This program will intentionally target cesspools with a priority of assessing: currently failing cesspool in an occupied home; houses passed up on the housing rehab waiting list because they had a cesspool; houses on the housing rehab waiting list with Cesspool near failure; cesspool proximity to an impaired or inconclusively impaired stream; onsite wastewater systems within 300 feet of a perennial, ephemeral, or intermittent streams; areas of Gila County with a high density per acre of cesspools; cesspool proximity to a groundwater well used for drinking water; areas of Gila County with high density per acre of Cesspools nearby public water systems with current (active) or historical chemical contaminants; current cesspool subject to a public nuisance complaint; houses up for renovation with a current cesspool, filing for renovations that will increase the house's wastewater "footprint"; and more than two cesspools within 100 feet of a groundwater well.

This project, in unison with the Tri-City Sanitation District sewer project, would make a great push in removing cesspools from Gila County. This not only greatly benefits the homeowners who must stress over these systems but also the ground water for all who live here.

Conclusion

This grant would benefit the citizens of Gila County by facilitating the elimination of cesspools. In Arizona cesspools are not a permitted onsite wastewater system (Arizona Administrative Code Prohibiting Use of Cesspools R18-9-A309(A)(4). A person shall not use a cesspool for sewage disposal. R18-5-408(D). The use of cesspools is prohibited). Every effort to eliminate cesspools and replace with permitted systems is of great value to homeowners and to Gila County.

Recommendation

It is the recommendation of the Gila County Public Health and Community Services Department Director that the Board of Supervisors repeal previously adopted Resolution No. 23-09-03 and adopt the new Resolution No. 24-03-02.

Suggested Motion

Information/Discussion/Action to repeal Resolution No. 23-09-03 and adopt Resolution No. 24-03-02, which authorizes the submittal of an application for a clean water state revolving fund loan from the Water Infrastructure Authority of Arizona not to exceed \$250,000 that will be used for the Gila County Cesspool Capital Improvement Project. **(Kayle Lathrop)**

Attachments

Resolution No. 24-03-02

Resolution No. 23-09-03

WIFA Application

After recording, return to
Sam Trimble, BOS



RESOLUTION NO. 24-03-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, TO AUTHORIZE AN APPLICATION FOR A CLEAN WATER STATE REVOLVING FUND LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA.

WHEREAS, Gila County has identified a need for a wastewater capital improvement project; and,

WHEREAS, Gila County certifies that the loan is financed with funding made available to the Water Infrastructure Finance Authority of Arizona under the Infrastructure Investment and Jobs Act, Division J, Title VI and the loan is not payable from secondary property tax revenue; and,

WHEREAS, pursuant to Arizona Revised Statute §49-1225(B)(3), Gila County attests that this financial assistance, in the form of a 100% forgivable loan, shall be conditioned on the establishment of a dedicated revenue source for repaying the loan; and,

WHEREAS, pursuant to Arizona Revised Statute §49-1225(F), Gila County attests that this financial assistance, in the form of a 100% forgivable loan, made to a political subdivision may be secured additionally by an irrevocable pledge of the shared state revenues due to Gila County for the duration of the loan; and,

WHEREAS, Gila County certifies that the population of the community is under 150,000 as of the most recent U.S. Census; and,

WHEREAS, it is in Gila County's best interest to pursue and apply for financial assistance from the Water Infrastructure Finance Authority of Arizona in an amount not to exceed \$250,000 for the Gila County Cesspool Capital Improvement Project;

NOW, THEREFORE, BE IT RESOLVED BY THE GILA COUNTY BOARD OF SUPERVISORS, ARIZONA AS FOLLOWS:

Section 1. The Chairman of the Gila County Board of Supervisors is hereby authorized to apply for Clean Water State Revolving Fund financial assistance from the Water Infrastructure Finance Authority of Arizona.

Section 2. The Chairman of the Gila County Board of Supervisors is authorized to take such actions as are necessary to apply for financial assistance in an amount not to exceed \$250,000, which may be secured additionally by an irrevocable pledge of the shared state revenues due to Gila County for the duration of the loan.

Section 3. All actions of the officers and agents of Gila County which conform to the purposes and intent of this resolution and which further the completion of the application as contemplated by this resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of Gila County are hereby authorized and directed to do all such acts and things and to execute and deliver all such application documents on behalf of Gila County as may be necessary to carry out the terms and intent of this resolution.

PASSED AND ADOPTED this 19th day of March 2024, at Globe, Gila County, Arizona

Attest:

GILA COUNTY BOARD OF SUPERVISORS

James Menlove, Clerk of the Board

Stephen Christensen, Chairman

Approved as to form:

The Gila County Attorney's Office

After recording
Please return to
Sam Trimble- BOS



2023-007894 RESL Page: 1 of 2

09/08/2023 10:03:50 AM Receipt #: 23-6387

Rec Fee: \$0 Gila County Bos / Sam

Gila County, Az, Sadie Jo Bingham, Recorder



RESOLUTION NO. 23-09-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA, COUNTY, ARIZONA, TO AUTHORIZE AN APPLICATION FOR A CLEAN WATER STATE REVOLVING FUND LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA.

WHEREAS, Gila County has identified a need for a wastewater capital improvement project; and,

WHEREAS, Gila County certifies that the loan is financed with funding made available to the Water Infrastructure Finance Authority of Arizona under the Infrastructure Investment and Jobs Act, Division J, Title VI and the loan is not payable from secondary property tax revenue; and

WHEREAS, Gila County certifies that the population of the community is under 150,000 as of the most recent U.S. Census date; and,

WHEREAS, it is in Gila County's best interest to pursue and apply for financial assistance from the Water Infrastructure Finance Authority of Arizona in an amount not to exceed \$250,000 for the Gila County Cesspool Capital Improvement Project; and,

NOW, THEREFORE, BE IT RESOLVED BY THE GILA COUNTY BOARD OF SUPERVISORS, ARIZONA AS FOLLOWS;

Section 1. The Chairman of the Gila County Board of Supervisors is hereby authorized to apply for Clean Water State Revolving Fund financial assistance from the Water Infrastructure Finance Authority of Arizona.

Section 2. The Chairman of the Gila County Board of Supervisors is authorized to take such actions as are necessary to apply for financial assistance in an amount not to exceed \$250,000.

Section 3. All actions of the officers and agents of Gila County which conform to the purposes and intent of this resolution and which further the completion of the application as contemplated by this resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the Gila County are hereby authorized and directed to do all such acts and things and to execute and deliver all such

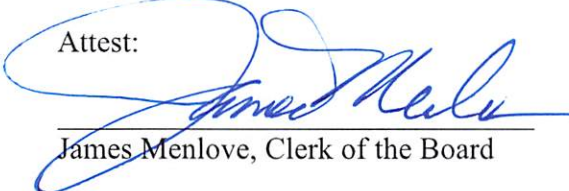



application documents on behalf of the Gila County as may be necessary to carry out the terms and intent of this resolution.

PASSED AND ADOPTED this 5th day of September 2023, at Globe, Gila County, Arizona

Attest:

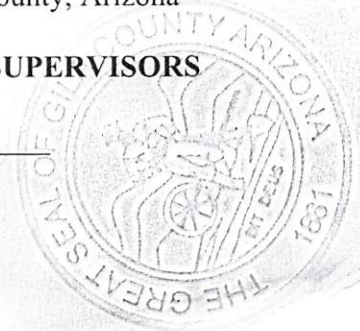
GILA COUNTY BOARD OF SUPERVISORS


James Menlove, Clerk of the Board


Woody Cline, Chairman

Approved as to form:


The Gila County Attorney's Office



LOAN APPLICATION FOR A CLEAN WATER (WASTEWATER OR STORMWATER) PROJECT

Financial Assistance Project Priority List Application

1. APPLICANT AND CONTACT INFORMATION

1.1 Utility Information

Name: Gila, County of
Address: 1400 E Ash St City: Globe State: AZ Zip: 85501 County: Gila

1.2 Utility Representative to be Contacted Regarding Application

First Name: Kayle Last Name: Lathrop
Title: Director
Address: 1400 E Ash St City, State & Zip: Globe, AZ 85501
Phone: 9289613608 Fax:
E-Mail: klathrop@gilacountyaz.gov

1.3 Median Household Income: \$ -1.00


Median household income was obtained from American Fact Finder (<http://factfinder2.census.gov>) based on US Census Bureau information.

2. SYSTEM INFORMATION

- 2.1 Aquifer Protection Permit #:
- 2.2 Arizona Pollution Discharge Elimination System Permit #:
- 2.3 Number of connections to system ☒ Not Applicable
- 2.4 Population served by the system ☒ Not Applicable
- 2.5 Monthly residential fee (base + use) for 5,000 gallons, or flat rate, if applicable \$ 0.00 ☒ Not Applicable
- 2.6 Existing debt (principal only) payable by system users \$ 0.00
- 2.7 System Compliance
☐ Notice of violations and/or consent orders from regulatory agency (*must mail or upload supporting documents)
☒ In compliance
- 2.8 Is the system registered with the E-Verify Program? ☐ Yes ☒ No

Applicants are required to provide proof of participation prior to the execution of a loan or grant agreement.

3. PROPOSED PROJECT INFORMATION

- 3.1 Project Name: Countywide Cesspool Elimination Project
- 3.2 Select county in which project is located: Gila 
- 3.3 Is this request for a project that received financial or technical assistance from WIFA in a previous funding cycle? ☐ Yes ☒ No
- 3.4 Is the proposed project consistent with the Water Quality Management Plan (Clean Water Act Section 208)? ☒ Yes ☐ No
- 3.5 Type of loan needed: ☐ 3-year design loan only ☒ Construction loan (may include design and acquisition)
- 3.6 Briefly summarize the problem below.

1. There are approximately 5,500 homes in unincorporated Gila County whose wastewater needs are primarily serviced by cesspools. It is Gila County's desire to replace these cesspools with properly functioning septic systems and wherever possible, incorporate water reuse & recycling technologies to allow multiple uses of waters before recharging clean water to the groundwater resources. These actions will assist in addressing the effects of Arizona's drought.

2. It is estimated that these systems annually contribute approximately 840,000 lbs of BOD and 227,838 lbs of Nitrogen to the environment

3. The 2020 census showed the Gila County median age to be 50.4 and the median household income to be \$46,907. It is expected that the median income for unincorporated Gila County will be below the county average and far below WIFA's income requirement of \$59,321.70

4. Gila County Community Services is applying for 100% loan forgiveness to provide both incentive and ability for homeowners to voluntarily replace their cesspools.

a. This action will directly resolve this critical non-point source pollution problem, and

b. This action directly benefits a disadvantaged community.

3.7 Briefly summarize the solution below.

The solution is direct replacement of 5,500 cesspools in Gila County. Gila County Community Services Department is experienced in providing forgivable loan monies to qualified parties in a manner that assures that funds are used properly and that the intended result is achieved. They will be partnering with the Gila County Health and Emergency Management Department, Environmental Health Division, who is experienced with cesspool replacement and new system selection, permitting and inspection.

3.8 If refinancing a prior loan, please describe the project previously financed below.

N/A

3.9 Would you like this project to be considered for WIFA's technical assistance funds? Please visit <http://www.azwifa.gov/technical-assistance-program> for more information.

N/A

4. EXISTING CONDITIONS AND PROJECT BENEFITS

4.1 Select Expected Project Benefit(s)

- ☒ Surface Water ☐ Wetlands ☐ Source Water Protection
☐ Riparian Zone Protection ☒ Ground Water ☐ Habitat Protection

4.2 Current Condition (*Check appropriate project category or categories*)

- A. Surface Water Pollution B. Ground Water Pollution
☐ Project resolves an AZPDES or NPDES permit violation ☐ Project resolves an APP violation

4.3 Water Quality Improvement **must mail or upload supporting documents*

A. Surface Water Protection and Restoration

- ☐ Project benefits a current Total Maximum Daily Load (TMDL) Implementation Plan or the project benefits a waterbody identified by ADEQ as not supporting one or more of its designated uses

Note: Designated uses and TMDL information are found in ADEQ's 305b List and Report.

- ☒ Project resolves a nonpoint source pollution problem

B. Ground Water Protection

- ☐ Project benefits a wellhead protection area for a community water system well.

4.4 Consolidation and Regionalization

- ☐ Project is septic to sewer
☐ Project consolidates individual septic systems into a cluster system

4.5 Water and Energy Efficiency Index

- ☒ 50 to 100% of total project costs are for water or energy efficiency components or environmentally innovative approaches.
☐ 10% to 49% of project costs are for water or energy efficiency components or environmentally innovative approaches.
☐ less than 10% of the project costs are for any water or energy efficiency components or environmentally innovative approaches.

Use textbox to enter description of the project's green components:

Reuse and recycling of black and grey waters where appropriate to increase efficiency.

\$ 0.00

Cost of water or energy efficiency or environmentally innovative approaches that are part of this loan

5. READINESS TO PROCEED INDICATORS

5.1 Debt Authorized? ☐ Yes ☒ No (For more information, see WIFA Debt Authorization Guidance Document)

Enter authorization/expected authorization date:

Mail or upload copy of official governing body debt authorization resolution, election results or ACC order

5.2 Project Design* (Select only one)

- ☒ Project is in planning stages
- ☐ Engineer has been selected
- ☐ Currently under design
- ☐ Ready for construction

Enter design completion/anticipated design completion date:

5.3 Applicable Plan and Specification Approvals* (Select only one)

- ☐ Approval to construct has been obtained
- ☐ Plans and specification have been submitted to permitting agency for approval
- ☐ Design has not been completed
- ☒ Other or not applicable

Enter permit/anticipated permit(s) receipt date: date:

If not applicable or if multiple permits are required, please explain:

Individual home permits will be issued through Gila County Environmental Health Division

5.4 Project Bids* (Select only one)

- ☒ Project is not ready for bid
- ☐ Project is currently out for bid
- ☐ Bidding is complete

Enter bid/anticipated bid award date:

5.5 Project Construction

When do you plan to begin project construction? If you may need to begin the project before the requested financial assistance is awarded, please provide details.

Project construction will begin once each project's contract is awarded

*** Alternative project delivery methods are acceptable for WIFA-funded projects.**

6. REQUESTED AMOUNT AND SUPPORTING DOCUMENTS

6.1 Estimated Date WIFA Funding Required:

6.2 Estimated Financial Assistance Costs & Funding Source

Funding Source	Project Costs
Amount funded locally:	\$ 0.00
Amount requested from WIFA for this project:	\$ 250,000.00
Amount requested to refinance <i>(For governmental entities only)</i> :	\$ 0.00
Other source: <input type="text"/>	\$ 0.00
Total:	\$ 250,000.00

File Attachments:

Reference Name	Document Name	Date Added	Added By
	image.png	06/16/2023	Kayle Lathrop
	image.png	06/16/2023	Kayle Lathrop
	image.png	06/16/2023	Kayle Lathrop
	image.png	06/16/2023	Kayle Lathrop
	image.png	06/16/2023	Kayle Lathrop

CERTIFICATION AND AUTHORIZATION

☐ I certify that the information contained in this application is, to the best of my knowledge, true, accurate and correct.

I hereby affirm that I, Kayle Lathrop, am the Director, Community Services and I am authorized by Gila, County of to submit this application on behalf of the organization for which I am acting.

ENVIRONMENTAL REVIEW CHECKLIST

Clean Water (Wastewater and Stormwater) Projects

Please complete the following checklist to allow WIFA to determine the necessary environmental review requirements for the proposed project. Please contact WIFA at (602) 364-1310 or ljones@azwifa.gov with any questions.

Section 1. General Information

Applicant Name:	Gila, County of	Date:	
Project Contact:	Kayle Lathrop	Phone Number:	9289613608
Project Title:	Countywide Cesspool Elimination Project	Project Number:	CW-000-2022
Physical Location:	<input type="text" value="Gila County, AZ"/>		

Section 2. Categorical Exclusions. A project for which the answer to statements 1 or 2 is "yes" may be eligible for a Categorical Exclusion. However, if any of the statements from 1a. through 1e. is answered "yes," then the project is not eligible for a Categorical Exclusion. [A.A.C. R-18-15-106(B)]

	Yes	No	NA	Comments/Documentation (as applicable)
1. The project relates to existing infrastructure systems and involves minor upgrading, minor expansion of system capacity, rehabilitation (including functional replacement) of the existing system and system components, or construction of new minor ancillary facilities adjacent to or on the same property as existing facilities.	<input checked="" type="radio"/>	<input type="radio"/>		<input type="text"/>
1a. The project involves new or relocated discharges to surface water or groundwater.	<input type="radio"/>	<input checked="" type="radio"/>		<input type="text"/>
1b. The project will likely result in the substantial increase in the volume or the loading of pollutant to the receiving water.	<input type="radio"/>	<input checked="" type="radio"/>		<input type="text"/>
1c. The project will provide capacity to serve a population 30% greater than the existing population.	<input type="radio"/>	<input checked="" type="radio"/>		<input type="text"/>
1d. A state or other regional growth plan or strategy does not support this project. <i>Answering "yes" indicates that the project is not supported.</i>	<input type="radio"/>	<input checked="" type="radio"/>		<input type="text"/>
1e. The project directly or indirectly involves or relates to upgrading or extending infrastructure systems primarily for the purposes of future development.	<input type="radio"/>	<input checked="" type="radio"/>		<input type="text"/>
2. In unsewered communities: the project involves the replacement of existing onsite systems, providing the new onsite systems do not result in substantial increases in the volume of discharge or the loadings of pollutants from existing sources, or relocate an existing discharge.	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="text"/>

Section 3. Extraordinary Circumstances [A.A.C. R-18-15-106(C)] If any of the following extraordinary circumstances apply to the project, it is not eligible for a Categorical Exclusion.

	Yes	No	Comments/Documentation (as applicable)
1. The project is known or expected to have potentially significant adverse environmental impacts on the quality of the human environment either individually or cumulatively over time.	<input type="radio"/>	<input checked="" type="radio"/>	<input type="text"/>
2. The project is known or expected to have disproportionately high and adverse human health or environmental effects on any community,	<input type="radio"/>	<input checked="" type="radio"/>	<input type="text"/>

including minority, low-income, or federally-recognized Indian tribal communities.

- | | | | | |
|-----|---|-----------------------|----------------------------------|---|
| 3. | The project is known or expected to significantly affect federally listed threatened or endangered species or their critical habitat. | <input type="radio"/> | <input checked="" type="radio"/> | <div style="border: 1px solid black; height: 25px; width: 100%;"></div> |
| 4. | The project is known or expected to significantly affect national natural landmarks or any property with nationally significant historic, architectural, prehistoric, archeological, or cultural value, including but not limited to, property listed on or eligible for the Arizona or National Registers of Historic Places.
http://azstateparks.com/SHPO/review.html | <input type="radio"/> | <input checked="" type="radio"/> | <div style="border: 1px solid black; height: 25px; width: 100%;"></div> |
| 5. | The project is known or expected to significantly affect environmentally important natural resource areas such as: | | | |
| 5a. | wetlands | <input type="radio"/> | <input checked="" type="radio"/> | <div style="border: 1px solid black; height: 25px; width: 100%;"></div> |
| 5b. | floodplains | <input type="radio"/> | <input checked="" type="radio"/> | <div style="border: 1px solid black; height: 25px; width: 100%;"></div> |
| 5c. | significant agricultural lands | <input type="radio"/> | <input checked="" type="radio"/> | <div style="border: 1px solid black; height: 25px; width: 100%;"></div> |
| 5d. | aquifer recharge zones | <input type="radio"/> | <input checked="" type="radio"/> | <div style="border: 1px solid black; height: 25px; width: 100%;"></div> |
| 5e. | wild and scenic rivers
http://www.rivers.gov/arizona.php | <input type="radio"/> | <input checked="" type="radio"/> | <div style="border: 1px solid black; height: 25px; width: 100%;"></div> |
| 5f. | significant fish or wildlife habitat | <input type="radio"/> | <input checked="" type="radio"/> | <div style="border: 1px solid black; height: 25px; width: 100%;"></div> |
| 5g. | other environmentally important natural resource areas. | <input type="radio"/> | <input checked="" type="radio"/> | <div style="border: 1px solid black; height: 25px; width: 100%;"></div> |
| 6. | The project is known or expected to cause significant adverse air quality effects. | <input type="radio"/> | <input checked="" type="radio"/> | <div style="border: 1px solid black; height: 25px; width: 100%;"></div> |
| 7. | The project is known or expected to have a significant effect on the pattern and type of land use or growth and distribution of population, including altering the character of existing residential areas, or may not be consistent with state or local government, or federally-recognized Indian tribe approved land use or federal land management plans. | <input type="radio"/> | <input checked="" type="radio"/> | <div style="border: 1px solid black; height: 25px; width: 100%;"></div> |
| 8. | The project is known or expected to cause significant public controversy about a potential environmental impact of the proposed action. | <input type="radio"/> | <input checked="" type="radio"/> | <div style="border: 1px solid black; height: 25px; width: 100%;"></div> |
| 9. | The project is known or expected to be associated with providing financial assistance to a federal agency through an interagency agreement for a project that is known or expected to have potentially significant environmental impacts. | <input type="radio"/> | <input checked="" type="radio"/> | <div style="border: 1px solid black; height: 25px; width: 100%;"></div> |
| 10. | The project is known or expected to conflict with federal, state, or local government, or federally-recognized Indian tribe environmental, resource-protection, or land-use laws or regulations. | <input type="radio"/> | <input checked="" type="radio"/> | <div style="border: 1px solid black; height: 25px; width: 100%;"></div> |

Section 4. Special conditions

- | | Yes | No | Comments/Documentation
(as applicable) |
|-----|-----------------------|----------------------------------|---|
| 1a. | <input type="radio"/> | <input checked="" type="radio"/> | |

supply system for a community with a population greater than 100,000.

- 1b. The project is an expansion of an existing wastewater treatment facility that will increase existing discharge to an impaired water by more than 10 million gallons per day (mgd). The list of impaired waters is found at:

<http://www.azdeq.gov/environ/water/assessment/assess.html>

☐☒

2. The project is for planning purposes only and does not include design or construction.

**If yes, the project may be exempt from environmental review requirements.*

☐☒

3. An Environmental Assessment under NEPA has been conducted for this project or earlier phases of this project.

**If yes, provide a copy of the Environmental Assessment.*

☐☒

CERTIFICATION AND AUTHORIZATION

☐ I certify that the information contained in this Environmental Review Checklist is, to the best of my knowledge, true, accurate and correct.

I hereby affirm that I, , am the and I am authorized by Gila, County of to submit this Environmental Review Checklist on behalf of the organization for which I am acting.

ARF-8625

Regular Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 03/19/2024

Submitted For: Homero Vela, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2024

Budgeted?: Yes

Contract Dates 10-10-23 to 08-30-24

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 1 to Contract Agreement No. CTR063953 with Stantec Consulting Services, Inc. for engineering design services for the Monroe Street Improvement Project.

Background Information

On October 3, 2023, the Board of Supervisors approved Contract Agreement No. CTR063953 with Stantec Consulting Services, Inc. for engineering design services for the Monroe Street Improvement Project. The current contract expired on February 1, 2024. Due to the needed time to complete the project, the Public Works Department would like to extend the contract date through August 30, 2024.

Stantec Consulting Services, Inc. has established an Engineering Design Professional Services Agreement with the State Procurement Office. Gila County is part of the Arizona State Purchasing Cooperative-Procure, AZ, for cooperative purchasing.

Evaluation

Amendment No. 1 to Contract Agreement No. CTR063953 with Stantec Consulting Services, Inc. for engineering design services extends the term of the contract from February 1, 2024, through August 30, 2024, due to the needed time to complete the project

Stantec Consulting Services, Inc.'s engineering knowledge and expertise will play an important role in the successful delivery of this project.

Conclusion

The Public Works Department Director wishes to execute Amendment No. 1 to Contract Agreement No. CTR063953 with Stantec Consulting Services, Inc. for engineering design services to extend the contract term through August 30, 2024.

Recommendation

The Public Works Department Director recommends that the Board of Supervisors approve Amendment No. 1 to Arizona State Procurement Contract No. CTR 063953 with Stantec Consulting Services, Inc. for engineering design services for the Monroe Street Improvement Project in an amount not to exceed \$123,495.51.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Contract Agreement No. CTR063953 with Stantec Consulting Services, Inc. to extend the contract for the Monroe Street Improvement Project through August 30, 2024, in an amount not to exceed \$123,495.51. **(Alex Kendrick)**

Attachments

Amendment No. 1 to Contract No. CTR063953

Contract No. CTR063953 with Stantec Consulting Services, Inc.

AMENDMENT 1 TO CONTRACT AGREEMENT NO. CTR063953

Contract Name: Engineering Design Services for the Monroe Street Improvement Project Contract No.: CTR063953

THIS CONTRACT AGREEMENT NO. CTR063953, made and entered into this _____ day of _____, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Stantec Consulting Services, Inc., of the City of Chandler, State of Arizona, hereinafter designated the Contractor.

STATEMENT AND PURPOSE OF NEED: The Contract Term expires on February 1, 2024. Public Works would like to extend the term of the contract to August 30, 2024, due to the needed time to complete the project. Stantec Consulting Services, Inc. will perform the engineering work necessary to prepare roadway and sanitary improvement construction plans, special provision, quantity calculations, and construction estimates for improvements to re-profile Monroe Street, East of 7th Street in Globe, AZ.

CERTIFICATION OF NO ISRAEL BOYCOTT: Contractor is not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel. A.R.S. § 35-393.01.

CERTIFICATION OF NO FORCED LABOR OF ETHNIC UYGHURS: The Contractor does not currently, and agrees for the duration of this Agreement that the Contractor 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 Contractor further agrees that if the Contractor becomes aware, during the term of the Agreement, that the Contractor is not in compliance with this Certification, the Contractor shall notify the County within 5 business days after becoming aware of the non-compliance. If the Contractor does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

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.

All other terms, conditions, and provisions of the original contract shall remain the same and apply during the October 10, 2023, to August 30, 2024, contract term.

Contract End Date: 08-30-2024

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$123,495.51

AMENDMENT 1 TO CONTRACT AGREEMENT NO. CTR063953

Contract Information

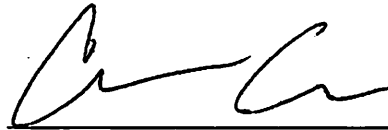
Firm Name: Stantec Consulting Services, Inc. Contact Person: Chris Eggers, PE
Address: 3133 W. Frye Road, Suite 300 Phone No: 480-687-6063
City: Chandler State: AZ 85226 Fax: _____ Email: chris.eggers@stantec.com

IN WITNESS WHEREOF, Contract Agreement No. CTR06063953 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS

Stephen Christensen, Chairmen Board of Supervisors

CONTRACTOR



Signature

CHRISTOPHER EGGERS

Print

ATTEST

Date: _____

James Menlove, Clerk of the Board

APPROVED AS TO FORM

The Gila County Attorney's Office

CONTRACT AGREEMENT NO. CTR063953

Contract Name: Engineering Design Services for the Monroe Street Improvement Project

Contract No.: CTR063953

THIS CONTRACT AGREEMENT NO. CTR063953, made and entered into this 3rd day of October, 2023, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Stantec Consulting Services, Inc., of the City of Chandler, State of Arizona, hereinafter designated the Contractor.

STATEMENT AND PURPOSE OF NEED (3-5 Sentences): Stantec Consulting Services, Inc. will perform the engineering work necessary to prepare roadway and sanitary improvement construction plans, special provision, quantity calculations, and construction estimates for improvements to re-profile Monroe Street, East of 7th Street in Glob, AZ.

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.

CANCELATION 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.

CERTIFICATION OF NO ISRAEL BOYCOTT: Contractor is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel. A.R.S. § 35-393.01.

CERTIFICATION OF NO FORCED LABOR OF ETHNIC UYGHURS: The Contractor does not currently, and agrees for the duration of this Agreement that the Contractor 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 Contractor further agrees that if the Contractor becomes aware, during the term of the Agreement, that the Contractor is not in compliance with this Certification, the Contractor shall notify the County within 5 business days after becoming aware of the non-compliance. If the Contractor does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

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.

Contract End Date: 02-01-2024

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$123,495.51

Contract Information

Firm Name: Stantec Consulting Services, Inc. Contact Person: Chris Eggers, PE

Address: 3133 W. Frye Road, Suite 300 Phone No: 480-687-6063

City: Chandler State: AZ 85226 Fax: _____ Email: chris.eggers@stantec.com

IN WITNESS WHEREOF, Contract Agreement No. CTR06063953 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS

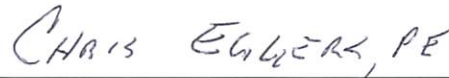


Woody Cline, Chairmen Board of Supervisors

CONTRACTOR



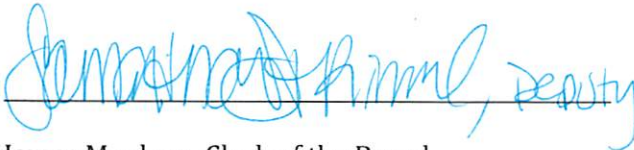
Signature



Print

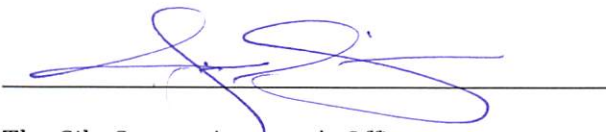
ATTEST

Date: _____



James Menlove, Clerk of the Board

APPROVED AS TO FORM



The Gila County Attorney's Office

ARF-8621

Regular Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 03/19/2024

Submitted For: David LaForge, Public Works General Services Manager

Submitted By: Stephanie Chaidez, Contracts Administrator

Department: Public Works

Division: Auto Shop

Fiscal Year: FY2024

Budgeted?: Yes

Contract Dates 02-06-2024 to

Grant?: No

Begin & End: 06-30-2024

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Approval of Amendment No. 1 to Service Agreement No. 011124 -
Installation of Animal Control Box C-111.

Background Information

On February 6, 2024, the Gila County Board of Supervisors awarded Service Agreement No. 011124 - *Installation of Animal Control Box C-111* for the period beginning February 6, 2024 to April 1, 2024.

Evaluation

Amendment No. 1 to Service Agreement No. 011124 - *Installation of Animal Control Box C-111* extends the agreement's term for an additional two months from February 6, 2024, to June 30, 2024.

Conclusion

The Public Works Department General Services Manager wishes to execute Amendment No. 1 to Service Agreement No. 011124 - *Installation of Animal Control Box C-111* to extend the term of the agreement for two additional months from February 6, 2024, to June 30, 2024, for a total contract amount not to exceed \$51, 229.

Recommendation

The Public Works Department General Services Manager recommends the approval of Amendment No. 1 to Service Agreement No. 011124 to extend the term of the agreement for two additional months, from February 6, 2024, to June 30, 2024, for a total contract amount not to exceed \$51,229.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Service Agreement No. 011124 - *Installation of Animal Control Box C-111* with Hartstra Manufacturing, LLC to extend the term of the contract from February 16, 2024, to June 30, 2024, with a not to exceed the amount of \$51,229. **(David LaForge)**

Attachments

Amendment No. 1 to Service Agreement No. 011124
Service Agreement No. 011124



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 011124

The following amendments are hereby incorporated into the agreement for the below project

INSTALLATION OF ANIMAL CONTROL BOX C-111

PUBLIC WORKS DEPARTMENT

Effective February 06, 2024, Gila County and Hartstra Manufacturing LLC entered into a contract whereby Hartstra Manufacturing LLC agreed to provide Installation of Animal Control Box on vehicle C-111.

The contract term expires on April 01, 2024. Public Works would like to extend the term of the contract to June 30, 2024, due to the needed time to complete the project.

Amendment No. 1 to Service Agreement No. 011124 will serve to extend the term of the contract to June 30, 2024

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the February 06, 2024, to June 30, 2024, 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 _____ day of _____, 2024.

GILA COUNTY BOARD OF SUPERVISORS:

Stephen Christensen, Chairman, Board of Supervisors

HARTSTRA MANUFACTURING LLC:

Authorized Signature

ATTEST:

James Menlove, Clerk of the Board of Supervisors

ADRIAN HARTHOORN
Print Name

APPROVED AS TO FORM:

The Gila County Attorney's Office

SERVICE AGREEMENT NO. 011124
INSTALLATION OF ANIMAL CONTROL BOX C-111

PUBLIC WORKS – GENERAL SERVICE

THIS AGREEMENT, made and entered into this 10th day of February, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Hartstra Manufacturing LLC, of the City of Waco, State of Texas, 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 **Public Works-General Service 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 011124** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 011124** 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 011124**, 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
-----------------------------	-------------

- 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 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 Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to schaidez@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 – CERTIFICATION OF NO ISRAEL BOYCOTT: The Company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel

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 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15 – 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 16 – TERM: The term of the contract shall commence on the date it is signed by the County Manager and continue in full force and effect up through and including April 01, 2024, unless terminated, canceled or extended as otherwise provided herein.

ARTICLE 17 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$51,229.00 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. 011124 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

James Menlove, County Manager

Date: _____

HARTSTRA MANUFACTURING LLC



Signature




Print Name

IN WITNESS WHEREOF, Service Agreement No. 011124 has been duly executed by the parties hereinabove named, on the date and year first above written.


GILA COUNTY

GILA COUNTY BOARD OF SUPERVISORS



Stephen Christensen, Chairman Board of
Supervisors

ATTEST



James Menlove, Clerk of the Board

APPROVED AS TO FORM



The Gila County Attorney's Office

Date:

2.10.24

ARF-8622

Regular Agenda Item 3. G.

Regular BOS Meeting

Meeting Date: 03/19/2024

Submitted For: Joseph Dickison, Facilities Management Director

Submitted By: Stephanie Chaidez, Contracts Administrator

Department: Facilities Management

Fiscal Year: FY2024 & FY2025 Budgeted?: Yes

Contract Dates 03-19-2024 to Grant?: No

Begin & End: 03-20-2025

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Approval to use State of Arizona Contract Agreement No. CTR061839 with Skyline Builders and Restoration Inc. for the Payson Courthouse Remodel project.

Background Information

During the Board of Supervisors' Work Session held on January 30, 2024, Facilities and Land Management Department Director Joseph Dickison presented a thorough review of the Payson Courthouse Remodel project. The objective of the remodel is to address several challenges while simultaneously modernizing the facilities infrastructure. Some of the key improvements that will be made include enhancing the Americans with Disabilities Act (ADA) compliance, installing a fire suppression system, optimizing court utilization, and establishing a security checkpoint.

Evaluation

It has been determined that renovating the Payson Courthouse will address multiple issues and update the facility's infrastructure. Some of the benefits of the renovation include improving compliance with the ADA, installing a fire suppression system, optimizing the use of the courts, and creating a security checkpoint.

Conclusion

Joseph Dickison, Facilities and Land Management Department Director and his team have determined that Skyline Builders and Restoration, Inc. is the most suitable option for the Payson Courthouse Remodel project.

Recommendation

The Facilities and Land Management Department Director recommends that the Board of Supervisors approve the State of Arizona Contract Agreement No. CTR061839 with Skyline Builders and Restoration, Inc. in the amount of \$1,877,186.16 for the remodel of the Payson Courthouse.

Suggested Motion

Information/Discussion/Action to approve the use of the State of Arizona Contract Agreement No. CTR061839 with Skyline Builders and Restoration, Inc. in the amount of \$1,877,186.16 for the Payson Courthouse Remodel project. **(Joseph Dickison)**

Attachments

Contract Agreement No. CTR061839

Skyline Builders and Restoration proposal

State of Arizona Contract No. CTR061839

CONTRACT AGREEMENT NO. CTR061839

Contract Name: Payson Courthouse Remodel Contract No.: CTR061839

THIS AGREEMENT NO. CTR061839, made and entered into this _____ day of _____, **2024**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Skyline Builders and Restoration, Inc., of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

STATEMENT AND PURPOSE OF NEED: Remodel the Payson Courthouse.

CERTIFICATION OF NO FORCED LABOR OF ETHNIC UYGHURS: The Contractor does not currently, and agrees for the duration of this Agreement that the Contractor 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 Contractor further agrees that if the Contractor becomes aware, during the term of the Agreement, that the Contractor is not in compliance with this Certification, the Contractor shall notify the County within 5 business days after becoming aware of the non-compliance. If the Contractor does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Contract End Date: 03-20-2025

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$1,877,186.16

Contract Information

Firm Name: Skyline Builders and Restoration, Inc. Contact Person: Will Powell

Address: 2401 N. 24th Avenue Phone No: 602-404-0842

City: Phoenix State: AZ 85009 Fax: _____ Email: will@azsbr.com

CONTRACT AGREEMENT NO. CTR061839

IN WITNESS WHEREOF, Contract Agreement No. CTR061839 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS:

SKYLINE BUILDERS AND RESTORATION, INC.:

Stephen Christensen, Chairman, Board of Supervisors

Authorized Signature

ATTEST:

Print Name

James Menlove, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

The Gila County Attorney's Office



Statewide General Contracting JOC

www.eziqc.com

Summary Of Costs

JOC Project Name: Payson Court House Remodel

JOC Project Number: 24-PCH-GilaCounty-0001.00

Amount of Proposal: \$1,877,186.16 Purchase Order Amount to Contractor

Contractor: Skyline Builders and Restoration Inc

Contractor:

Skyline Builders and Restoration Inc
2401 North 24th Av
Phoenix, AZ 85009

602-404-0842

Contract #: CTR061839



Statewide JOC Contract



www.eziqc.com

Job Order Contract Price Proposal Summary - CSI

Date: February 14, 2024

Contract Number: GC-CTR061839-ez

Job Order Number: 24-PCH-GilaCounty-0001.00

Job Order Title: Payson Court House Remodel

Proposal created by

Contractor: Skyline Builders and Restoration Inc

Proposal Value: \$1,877,186.16

Proposal Name: Payson Court House Remodel

Detailed Scope: Project Name: Payson Courthouse Remodel Project Location: Payson, AZ Summary Provide labor, equipment, and material to remodel Payson Courthouse as per plan/specs dated 05/29/23. Detail 01-General Requirements Dumpster for construction debris Rentals of excavation equipment, compaction equipment, and forklift 02-Sitework/Demo Demo partition walls (CMU & gypsum board) Demo existing backerboard/greenboard Demo plumbing fixtures (water closets & lavatories) Demo plumbing piping Demo existing HVAC units Demo existing ductwork (Metal & flexible) Demo Return/Supply registers Demo existing lighting Demo existing switches & outlets Demo existing conduit/wiring Sawcut, break-up, & remove existing concrete slabs 03-Concrete Pour new slabs at lobby entrance & South of building 06-Woods/Plastics Install new base cabinets Install new upper cabinets 09-Finishes Install new partition walls (Gypsum Board) Install new 2'x4' ceiling tile/grid Install new LVP Install new carpet Prime/Paint both CMU & gypsum board walls Prime/Paint gypsum board ceilings 12-Furnishings Install solid surface countertops 22-Plumbing Install new water closets Install new bathroom lavatories Install kitchen sink Install domestic water lines Install waste/vent piping Install condensate/drain lines 23-HVAC Install new Condensing units Install new Split Systems Install new ductwork Metal & flexible as needed Insulate Install new Return/Supply registers Install exhaust fans 26-Electrical Install new LED lighting Include Interior, exterior, emergency, & exit lighting Install occupancy sensor Install switches Include 3-way & 4-way switches Install new outlets Alternate #1 Provide, labor, equipment, and material to build 2nd floor buildout as per plans & specs Alternate #2-Reroof Building Provide, labor, equipment, and material to remove existing roof system, and replace with new roofing system that matches existing system. Alternate #3-Asphalt Provide, labor equipment, and material to demo existing paving down to sub base on west end of parking lot. Should sub base need to be replaced as supplemental will be provided. Lay down new asphalt, and restripe parking lot. Notes: All work to be completed per plans and specs dated 05/29/23 and sheets: A0 Project Cover Sheet M5.4 Mechanical Specifications A1 Remodel Floor Plans P0.0 Plumbing Coversheet A2 Fire Egress Plan & Code Review P1.1 Demolition 1st Floor Waste & Vent Plan A3 Elevations & Sections P1.2 Demolition 1st Floor Domestic Water Plan A4 Demolition Plan P2.1 1st Floor Waste & Vent Plan A5 Reflected Ceiling Plan P2.2 1st Floor Domestic Water Plan A6 Schedules, Door & Window Types P3.1 Plumbing Details A7 Interior Elevations P4.1 Plumbing Schedules A8 General Notes & Specifications P5.1 Plumbing Specifications S1 Structural Notes General P5.2 Plumbing Specifications S2 Typical Details P5.3 Plumbing Specifications S3 Foundation Plan, Roof & Floor Plans P5.4 Plumbing Specifications S4 Details E0.0 Electrical Coversheet M0.1 Mechanical Coversheet E1.1 Demolition Lighting Plan M1.1 Mechanical Demolition Plans E1.2 Demolition Power Plan M2.1 Mechanical Plans E2.1 Lighting Plan M3.1 Mechanical Details E2.2 Power Plan M4.1 Mechanical Schedules & Calculations E4.1 Electrical Schedules M5.1 Mechanical Specifications E5.1 One Line Riser Diagram M5.2 Mechanical Specifications E6.1 Electrical Specifications M5.3 Mechanical Specifications E6.2 Electrical Specifications Exclusions: architectural, and/or Engineered Drawings. Any unforeseen circumstances.

01 - General Requirements:	\$1,125,116.34
02 - Site Work:	\$38,131.10
03 - Concrete:	\$26,322.32
04 - Masonry:	\$5,478.42
06 - Wood, Plastic, and Composites:	\$23,624.19
07 - Thermal & Moisture Protection:	\$71,537.86

Price Proposal Summary - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

08 - Openings:	\$150,561.47
09 - Finishes:	\$109,178.69
12 - Furnishings:	\$7,097.47
22 - Plumbing:	\$30,746.73
23 - Heating, Ventilating, And Air-Conditioning (HVAC):	\$124,114.59
26 - Electrical:	\$90,157.15
31 - Earthwork:	\$7,623.75
32 - Exterior Improvements:	\$67,496.08
Proposal Total	\$1,877,186.16

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%

Price Proposal Detail - CSI

Date:	February 14, 2024
Contract Number:	GC-CTR061839-ez
Job Order Number:	24-PCH-GilaCounty-0001.00
Job Order Title:	Payson Court House Remodel
Proposal created by Contractor:	Skyline Builders and Restoration Inc
Proposal Value:	\$1,877,186.16
Proposal Name:	Payson Court House Remodel
Adjustment Factor(s) Used:	1.0000-No Adjustment, 1.0750-Non-State eziQC Reimbursable Fee, 1.2020-Non State Agency - NWH - Owner Funded, 1.2332-Non State Agency - OTNWH/All WH@Secure Locations - Owner Funded

Rec#	CSI Number	Mod.	UOM	Description	Line Total																
01 - General Requirements																					
1	01 22 16 00 0002		EA	Reimbursable FeesReimbursable 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, invoice, or proof of payment shall be submitted with the Price Proposal.	-\$14,185.29																
<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>-14,185.29</td><td>x</td><td>\$1.00</td><td>x</td><td>1.0000</td><td>=</td><td>\$-14,185.29</td></tr></table>							Quantity		Unit Price		Factor		Total	Installation	-14,185.29	x	\$1.00	x	1.0000	=	\$-14,185.29
	Quantity		Unit Price		Factor		Total														
Installation	-14,185.29	x	\$1.00	x	1.0000	=	\$-14,185.29														
User Note: 0.75% discount on the ezlQC contract fee for projects >\$1M																					
2	01 22 16 00 0002		EA	Reimbursable FeesReimbursable 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, invoice, or proof of payment shall be submitted with the Price Proposal.	\$37,625.00																
<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>35,000.00</td><td>x</td><td>\$1.00</td><td>x</td><td>1.0750</td><td>=</td><td>\$37,625.00</td></tr></table>							Quantity		Unit Price		Factor		Total	Installation	35,000.00	x	\$1.00	x	1.0750	=	\$37,625.00
	Quantity		Unit Price		Factor		Total														
Installation	35,000.00	x	\$1.00	x	1.0750	=	\$37,625.00														
User Note: Abatement Testing/Removal Allowance.																					
3	01 22 16 00 0002		EA	Reimbursable FeesReimbursable 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, invoice, or proof of payment shall be submitted with the Price Proposal.	\$10,750.00																
<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>10,000.00</td><td>x</td><td>\$1.00</td><td>x</td><td>1.0750</td><td>=</td><td>\$10,750.00</td></tr></table>							Quantity		Unit Price		Factor		Total	Installation	10,000.00	x	\$1.00	x	1.0750	=	\$10,750.00
	Quantity		Unit Price		Factor		Total														
Installation	10,000.00	x	\$1.00	x	1.0750	=	\$10,750.00														
User Note: Permit Fee Allowance																					
4	01 22 16 00 0002		EA	Reimbursable FeesReimbursable 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, invoice, or proof of payment shall be submitted with the Price Proposal.	\$885,800.00																
<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>824,000.00</td><td>x</td><td>\$1.00</td><td>x</td><td>1.0750</td><td>=</td><td>\$885,800.00</td></tr></table>							Quantity		Unit Price		Factor		Total	Installation	824,000.00	x	\$1.00	x	1.0750	=	\$885,800.00
	Quantity		Unit Price		Factor		Total														
Installation	824,000.00	x	\$1.00	x	1.0750	=	\$885,800.00														
User Note: Fire Safety Allowance. Allowance include fire alarm system, fire sprinklers on 1st Floor, 2nd Floor, & attic space. Also includes install of new main riser from nearest utility location. Allowance also includes routing all new sprinkler pipes throughout existing HVAC/Electrical/Plumbing layouts, as well as all sprinkler heads & escutcheons.																					

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total																
01 - General Requirements																					
5	01 22 16 00 0005		EA	TaxesThe 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.	\$114,428.40																
				<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>106,445.02</td><td>x</td><td>\$1.00</td><td>x</td><td>1.0750</td><td>=</td><td>\$114,428.40</td></tr></table>		Quantity		Unit Price		Factor		Total	Installation	106,445.02	x	\$1.00	x	1.0750	=	\$114,428.40	
	Quantity		Unit Price		Factor		Total														
Installation	106,445.02	x	\$1.00	x	1.0750	=	\$114,428.40														
			User Note: Payson Construction Tax @ 6.162%.																		
6	01 22 16 00 0006		EA	Payment And Performance BondBonding 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 Bonding cost. A copy of the receipt, invoice, or proof of payment shall be submitted with the Price Proposal.	\$49,500.29																
				<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>46,046.78</td><td>x</td><td>\$1.00</td><td>x</td><td>1.0750</td><td>=</td><td>\$49,500.29</td></tr></table>		Quantity		Unit Price		Factor		Total	Installation	46,046.78	x	\$1.00	x	1.0750	=	\$49,500.29	
	Quantity		Unit Price		Factor		Total														
Installation	46,046.78	x	\$1.00	x	1.0750	=	\$49,500.29														
			User Note: Bond @ 2.5%.																		
7	01 22 23 00 0939		DAY	6 Ton Lift, Truck Mounted Hydraulic Crane With Full-Time Operator	\$1,101.32																
				<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>1.00</td><td>x</td><td>\$893.06</td><td>x</td><td>1.2332</td><td>=</td><td>\$1,101.32</td></tr></table>		Quantity		Unit Price		Factor		Total	Installation	1.00	x	\$893.06	x	1.2332	=	\$1,101.32	
	Quantity		Unit Price		Factor		Total														
Installation	1.00	x	\$893.06	x	1.2332	=	\$1,101.32														
			User Note: Crane for material handling. (1) day.																		
8	01 22 23 00 1011		WK	5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$13,322.55																
				<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>3.00</td><td>x</td><td>\$3,694.55</td><td>x</td><td>1.2020</td><td>=</td><td>\$13,322.55</td></tr></table>		Quantity		Unit Price		Factor		Total	Installation	3.00	x	\$3,694.55	x	1.2020	=	\$13,322.55	
	Quantity		Unit Price		Factor		Total														
Installation	3.00	x	\$3,694.55	x	1.2020	=	\$13,322.55														
			User Note: Forklift to set HVAC units.																		
9	01 22 23 00 1020		WK	10,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$5,280.04																
				<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>1.00</td><td>x</td><td>\$4,281.58</td><td>x</td><td>1.2332</td><td>=</td><td>\$5,280.04</td></tr></table>		Quantity		Unit Price		Factor		Total	Installation	1.00	x	\$4,281.58	x	1.2332	=	\$5,280.04	
	Quantity		Unit Price		Factor		Total														
Installation	1.00	x	\$4,281.58	x	1.2332	=	\$5,280.04														
			User Note: Hi-reach forklift for material handling (1) week.																		
10	01 71 13 00 0002		EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes loading, tie-down of equipment, delivery of equipment, off loading on site, rigging, dismantling, loading for return and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom man lifts with up to 40' boom lengths, etc.	\$897.28																
				<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>3.00</td><td>x</td><td>\$248.83</td><td>x</td><td>1.2020</td><td>=</td><td>\$897.28</td></tr></table>		Quantity		Unit Price		Factor		Total	Installation	3.00	x	\$248.83	x	1.2020	=	\$897.28	
	Quantity		Unit Price		Factor		Total														
Installation	3.00	x	\$248.83	x	1.2020	=	\$897.28														
			User Note: Mob/demob for trencher, compactor, & forklift to set HVAC units.																		
11	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.	\$1,485.85																
				<table><tr><td></td><td>Quantity</td><td></td><td>Unit Price</td><td></td><td>Factor</td><td></td><td>Total</td></tr><tr><td>Installation</td><td>1.00</td><td>x</td><td>\$1,204.87</td><td>x</td><td>1.2332</td><td>=</td><td>\$1,485.85</td></tr></table>		Quantity		Unit Price		Factor		Total	Installation	1.00	x	\$1,204.87	x	1.2332	=	\$1,485.85	
	Quantity		Unit Price		Factor		Total														
Installation	1.00	x	\$1,204.87	x	1.2332	=	\$1,485.85														
			User Note: Mob/demob for Hi-reach forklift.																		

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
01 - General Requirements					
12	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.	\$1,448.25
			Quantity	Unit Price	Factor
			Installation	1.00 x	\$1,204.87 x 1.2020 =
					Total \$1,448.25
			User Note: Mob/demob for excavator,		
13	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.	\$746.06
			Quantity	Unit Price	Factor
			Installation	1.00 x	\$604.98 x 1.2332 =
					Total \$746.06
			User Note: Dumpster for construction debris.		
14	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.	\$2,984.25
			Quantity	Unit Price	Factor
			Installation	4.00 x	\$604.98 x 1.2332 =
					Total \$2,984.25
			User Note: Dumpsters for construction debris.		
15	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.	\$4,363.12
			Quantity	Unit Price	Factor
			Installation	6.00 x	\$604.98 x 1.2020 =
					Total \$4,363.12
			User Note: Dumpster for construction debris.		
16	01 74 19 00 0036		CY	Asphalt, Concrete, Gravel And Subgrade Material, Landfill Dump Fee	\$4,062.65
			Quantity	Unit Price	Factor
			Installation	160.00 x	\$20.59 x 1.2332 =
					Total \$4,062.65
			User Note: Dump fee for demolished asphalt & sub base.		
17	01 74 19 00 0036		CY	Asphalt, Concrete, Gravel And Subgrade Material, Landfill Dump Fee	\$2,742.29
			Quantity	Unit Price	Factor
			Installation	108.00 x	\$20.59 x 1.2332 =
					Total \$2,742.29
			User Note: Dump fees for existing concrete (30), excavation (63), & trenching (15).		
18	01 74 19 00 0038		CYM	Hauling On Paved Roads, First 15 Miles	\$1,650.32
			Quantity	Unit Price	Factor
			Installation	1,968.00 x	\$0.68 x 1.2332 =
					Total \$1,650.32
			User Note: Haul to an appropriate dump site (12.3 Mi[les away). [160x12.3=1,968]		
19	01 74 19 00 0038		CYM	Hauling On Paved Roads, First 15 Miles	\$1,113.96
			Quantity	Unit Price	Factor
			Installation	1,328.40 x	\$0.68 x 1.2332 =
					Total \$1,113.96
			User Note: Haul to an appropriate dump site (12.3 Mi[les away). [83x12.3=1,328.4]		
Subtotal for 01 - General Requirements:					\$1,125,116.34
02 - Site Work					
20	02 41 13 13 0019		SY	Up To 3" By Machine, Break-up And Remove Bituminous Paving	\$26,038.45
			Quantity	Unit Price	Factor
			Installation	1,923.00 x	\$10.98 x 1.2332 =
					Total \$26,038.45
			User Note: Break-up & remove existing parking lot asphalt.		

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
02 - Site Work					
21	02 41 13 13 0019	Mod		For >1,000 To 2,500, Deduct	-\$4,695.46
			Installation	Quantity 1,923.00 x Unit Price \$-1.98 x Factor 1.2332 =	Total \$-4,695.46
22	02 41 13 13 0031		SY	>3" To 6" By Machine, Break-up And Remove Rod Reinforced Concrete Paving	\$7,752.55
			Installation	Quantity 269.00 x Unit Price \$23.37 x Factor 1.2332 =	Total \$7,752.55
User Note: Break-up & remove existing concrete.					
23	02 41 13 13 0041		SF	>3" To 6" By Hand, Break-up And Remove Concrete Paving	\$258.97
			Installation	Quantity 56.00 x Unit Price \$3.75 x Factor 1.2332 =	Total \$258.97
User Note: Breakup/Remove concrete at trench to underground piping.					
24	02 41 19 13 0010		LF	Concrete And Asphalt Up To 4" Depth, Saw Cut In Streets	\$1,883.36
			Installation	Quantity 717.00 x Unit Price \$2.13 x Factor 1.2332 =	Total \$1,883.36
User Note: Saw cut perimeter of asphalt prior to break-up & removal of parking lot.					
25	02 41 19 13 0010	Mod	LF	For Each Additional Pass (Depth To 3"), Add	\$654.31
			Installation	Quantity 717.00 x Unit Price \$0.74 x Factor 1.2332 =	Total \$654.31
26	02 41 19 13 0010	Mod	LF	For >250, Deduct	-\$150.31
			Installation	Quantity 717.00 x Unit Price \$-0.17 x Factor 1.2332 =	Total \$-150.31
27	02 41 19 13 0015		EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.	\$955.43
			Installation	Quantity 1.00 x Unit Price \$774.76 x Factor 1.2332 =	Total \$955.43
User Note: Minimum charge to sawcut trench.					
28	02 41 19 13 0027		EA	Drill 1" Diameter Core In Up To 4" Concrete	\$3,710.75
			Installation	Quantity 116.00 x Unit Price \$25.94 x Factor 1.2332 =	Total \$3,710.75
User Note: Core drilling in epoxy dowels to tie into existing slab. Uses dowels to tie into existing concrete slabs. At new slabs at entrance of building.					
29	02 41 19 13 0027	Mod	EA	For Horizontal Cores, Add	\$728.13
			Installation	Quantity 116.00 x Unit Price \$5.09 x Factor 1.2332 =	Total \$728.13
30	02 41 19 13 0027		EA	Drill 1" Diameter Core In Up To 4" Concrete	\$831.72
			Installation	Quantity 26.00 x Unit Price \$25.94 x Factor 1.2332 =	Total \$831.72
User Note: Core drilling in epoxy dowels to tie into existing slab. @ New slab at south side of the building.					
31	02 41 19 13 0027	Mod	EA	For Horizontal Cores, Add	\$163.20
			Installation	Quantity 26.00 x Unit Price \$5.09 x Factor 1.2332 =	Total \$163.20
Subtotal for 02 - Site Work:					\$38,131.10

03 - Concrete

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
03 - Concrete					
32	03 21 11 00 0086		LF	#5, Grade 50, Footings, Steel Reinforcement Bar	\$947.10
			Installation	<div> <div>Quantity</div> <div>600.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$1.28</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$947.10</div> </div>	
User Note: Install (2) #5 rebars continuous at footings/turndown.					
33	03 21 16 00 0173		EA	3/4" Diameter x 24" Long, Epoxy Coated Deformed Straight Dowel	\$206.81
			Installation	<div> <div>Quantity</div> <div>26.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$6.45</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$206.81</div> </div>	
User Note: Uses dowels to tie into existing concrete slabs. @ New slab at south side of the building.					
34	03 21 16 00 0173		EA	3/4" Diameter x 24" Long, Epoxy Coated Deformed Straight Dowel	\$922.68
			Installation	<div> <div>Quantity</div> <div>116.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$6.45</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$922.68</div> </div>	
User Note: Uses dowels to tie into existing concrete slabs. Every 2' OC. At new slabs at entrance of building.					
35	03 31 13 00 0003		SF	4" 3,000 PSI Slab On Grade Concrete Slabs Assembly	\$18,582.60
			Installation	<div> <div>Quantity</div> <div>2,554.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$5.90</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$18,582.60</div> </div>	
User Note: Pour new 4" slabs.					
36	03 31 13 00 0003	Mod	SF	For >2,000 To 5,000, Add	\$1,228.34
			Installation	<div> <div>Quantity</div> <div>2,554.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.39</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$1,228.34</div> </div>	
37	03 31 13 00 0005		SF	6" 3,000 PSI Slab On Grade Concrete Slabs Assembly	\$585.62
			Installation	<div> <div>Quantity</div> <div>64.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$7.42</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$585.62</div> </div>	
User Note: Pour new concrete at trenching for underground piping.					
38	03 31 13 00 0005	Mod	SF	For 3,500 PSI Concrete, Add	\$7.89
			Installation	<div> <div>Quantity</div> <div>64.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.10</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$7.89</div> </div>	
39	03 31 13 00 0005	Mod	SF	For Up To 500, Add	\$186.26
			Installation	<div> <div>Quantity</div> <div>64.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$2.36</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$186.26</div> </div>	
40	03 31 13 00 0018		CY	Direct Chute, Place 3,000 PSI Concrete Continuous Footings	\$3,466.90
			Installation	<div> <div>Quantity</div> <div>15.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$187.42</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$3,466.90</div> </div>	
User Note: Install thickened edge at new slabs.					
41	03 31 13 00 0018	Mod	CY	For Up To 20, Add	\$188.12
			Installation	<div> <div>Quantity</div> <div>15.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$10.17</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$188.12</div> </div>	

Subtotal for 03 - Concrete: **\$26,322.32**

04 - Masonry

42	04 22 23 13 0025		SF	8" x 8" x 16", Solid, Normal Weight, Concrete Block	\$524.16
			Installation	<div> <div>Quantity</div> <div>42.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$10.12</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$524.16</div> </div>	
User Note: Infill of opening in CMU wall.					

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
04 - Masonry					
43	04 41 00 00 0002		SF	4" Thick Ashlar Veneer, Random Size, Square Cut Rough Stone	\$4,954.26
			Installation	Quantity 212.00 x Unit Price \$18.95 x Factor 1.2332 =	Total \$4,954.26
User Note: Install stone veneer around columns.					
Subtotal for 04 - Masonry:					\$5,478.42
06 - Wood, Plastic, and Composites					
44	06 05 23 00 0044		EA	14 Gauge, Galvanized Joist Hanger, For 4" x 10"-4" x 14" Joist, Also Acceptable For Beam Hangers (Simpson Strong Tie® HUS412)	\$1,708.33
			Installation	Quantity 72.00 x Unit Price \$19.24 x Factor 1.2332 =	Total \$1,708.33
User Note: Simpson ties for wood framing at roof & 2nd floor floor deck.					
45	06 05 23 00 0044	Mod		For >50 To 100, Deduct	-\$71.92
			Installation	Quantity 72.00 x Unit Price \$-0.81 x Factor 1.2332 =	Total -\$71.92
46	06 05 23 00 0086		EA	6" x 1-3/8" Wide, 18 Gauge, Galvanized Finish Hurricane Ties (Simpson Strong Tie® H2.5A)	\$432.41
			Installation	Quantity 72.00 x Unit Price \$4.87 x Factor 1.2332 =	Total \$432.41
User Note: Simpson ties for wood framing at roof & 2nd floor floor deck.					
47	06 05 23 00 0086	Mod		For >50 To 100, Deduct	-\$39.96
			Installation	Quantity 72.00 x Unit Price \$-0.45 x Factor 1.2332 =	Total -\$39.96
48	06 11 16 00 0003		LF	2" x 6" Wood Rafter	\$247.38
			Installation	Quantity 118.00 x Unit Price \$1.70 x Factor 1.2332 =	Total \$247.38
User Note: Install new roofing system.					
49	06 13 23 00 0043		LF	6" x 10", Pressure Treated, Heavy Timber Beam	\$2,242.43
			Installation	Quantity 118.00 x Unit Price \$15.41 x Factor 1.2332 =	Total \$2,242.43
User Note: Beams for 2nd floor system & new roof system.					
50	06 13 23 00 0047		LF	8" x 12", Pressure Treated, Heavy Timber Beam	\$4,027.93
			Installation	Quantity 118.00 x Unit Price \$27.68 x Factor 1.2332 =	Total \$4,027.93
User Note: Beams for 2nd floor system & new roof system.					
51	06 13 23 00 0094		LF	8" x 8", Pressure Treated, Heavy Timber Column	\$1,796.48
			Installation	Quantity 79.00 x Unit Price \$18.44 x Factor 1.2332 =	Total \$1,796.48
User Note: Install posts for ceiling/roof support of 2nd floor addition.					
52	06 16 33 00 0006		SF	3/4" Thick CDX Plywood Roof DeckingApplied to wood rafters.	\$327.71
			Installation	Quantity 129.00 x Unit Price \$2.06 x Factor 1.2332 =	Total \$327.71
User Note: Install new roofing system.					
53	06 16 33 00 0006		SF	3/4" Thick CDX Plywood Roof DeckingApplied to wood rafters.	\$327.71
			Installation	Quantity 129.00 x Unit Price \$2.06 x Factor 1.2332 =	Total \$327.71
User Note: Install new roofing system.					

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
06 - Wood, Plastic, and Composites					
54	06 16 33 00 0024		SF	3/4" AC Fir Plywood Floor DeckingApplied to floor or joists.	\$3.59
			Installation	Quantity 1.26 x Unit Price \$2.31 x Factor 1.2332 =	Total \$3.59
		User Note: Install new flooring system @ 2nd floor expansion.			
55	06 18 13 00 0009		LF	3-1/2" x 14" Glue Laminated Straight Beam	\$969.25
			Installation	Quantity 49.00 x Unit Price \$16.04 x Factor 1.2332 =	Total \$969.25
		User Note: Install 4"x14" LVL beam.			
56	06 41 13 00 0016		EA	36" Wide, 35" High x 23-3/4" Deep, Single Drawer and Double Door, Solid Maple Face Frame, Door and Drawer Front, Base Cabinet	\$3,984.35
			Installation	Quantity 5.00 x Unit Price \$646.18 x Factor 1.2332 =	Total \$3,984.35
		User Note: Install new upper/lower cabinets.			
57	06 41 13 00 0016	Mod	EA	For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add	\$775.13
			Installation	Quantity 5.00 x Unit Price \$125.71 x Factor 1.2332 =	Total \$775.13
58	06 41 13 00 0016	Mod	EA	For All Plywood Box Construction, Add	\$807.93
			Installation	Quantity 5.00 x Unit Price \$131.03 x Factor 1.2332 =	Total \$807.93
59	06 41 13 00 0025		EA	21" Wide, 35" High x 23-3/4" Deep, Three Drawer Base, Solid Maple Face Frame and Drawer Fronts, Base Cabinet	\$578.88
			Installation	Quantity 1.00 x Unit Price \$469.41 x Factor 1.2332 =	Total \$578.88
		User Note: Install new upper/lower cabinets.			
60	06 41 13 00 0025	Mod	EA	For Solid Wood Drawers, Dovetail Joints And Full Extension Drawer Guides, Add	\$465.06
			Installation	Quantity 1.00 x Unit Price \$377.12 x Factor 1.2332 =	Total \$465.06
61	06 41 13 00 0025	Mod	EA	For All Plywood Box Construction, Add	\$161.59
			Installation	Quantity 1.00 x Unit Price \$131.03 x Factor 1.2332 =	Total \$161.59
62	06 41 13 00 0069		EA	21" Wide, 30" High x 12" Deep, Single Door, Solid Maple Face Frame and Door, Wall Cabinet	\$504.32
			Installation	Quantity 1.00 x Unit Price \$408.95 x Factor 1.2332 =	Total \$504.32
		User Note: Install new upper/lower cabinets.			
63	06 41 13 00 0069	Mod	EA	For All Plywood Box Construction, Add	\$86.71
			Installation	Quantity 1.00 x Unit Price \$70.31 x Factor 1.2332 =	Total \$86.71
64	06 41 13 00 0084		EA	36" Wide, 36" High x 12" Deep, Double Door, Solid Maple Face Frame and Door, Wall Cabinet	\$3,185.95
			Installation	Quantity 4.00 x Unit Price \$645.87 x Factor 1.2332 =	Total \$3,185.95
		User Note: Install new upper/lower cabinets.			
65	06 41 13 00 0084	Mod	EA	For All Plywood Box Construction, Add	\$346.83
			Installation	Quantity 4.00 x Unit Price \$70.31 x Factor 1.2332 =	Total \$346.83

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
06 - Wood, Plastic, and Composites					
66	06 46 19 00 0007		LF	3/4" x 1" Oak Base Shoe	\$756.10
			Quantity	Unit Price	Factor
			Installation	128.00 x	\$4.79 x 1.2332 =
					Total \$756.10
			User Note: Wood base in courtroom area.		
Subtotal for 06 - Wood, Plastic, and Composites:					\$23,624.19
07 - Thermal & Moisture Protection					
67	07 21 16 00 0008		SF	9-1/2" Thick, Kraft Faced, R-30 Fiberglass Flexible Insulation	\$373.84
			Quantity	Unit Price	Factor
			Installation	129.00 x	\$2.35 x 1.2332 =
					Total \$373.84
			User Note: Insulation at roofing.		
68	07 21 16 00 0020		SF	3-1/2" Thick, Foil Faced, R-13 Fiberglass Flexible Insulation	\$5,184.50
			Quantity	Unit Price	Factor
			Installation	2,473.00 x	\$1.70 x 1.2332 =
					Total \$5,184.50
			User Note: Install new gypsum board partition walls.		
69	07 21 16 00 0020	Mod	SF	For >1,600, Deduct	-\$731.93
			Quantity	Unit Price	Factor
			Installation	2,473.00 x	\$-0.24 x 1.2332 =
					Total -\$731.93
70	07 31 13 13 0006		SQ	245 LB/SQ, 5" Exposure, Two Layer Laminated Fiberglass Reinforced, Asphalt Composition Shingle (CertainTeed Landmark)	\$44,880.46
			Quantity	Unit Price	Factor
			Installation	110.00 x	\$228.99 x 1.2332 =
			Demolition	110.00 x	\$101.86 x 1.2332 =
					Total \$31,062.95
			User Note: Demo existing shingle roofing & replace with new.		
71	07 31 13 13 0006	Mod	SQ	For >100 To 200, Deduct	-\$3,588.00
			Quantity	Unit Price	Factor
			Installation	110.00 x	\$-26.45 x 1.2332 =
					Total -\$3,588.00
72	07 31 13 13 0011		SQ	300 LB/SQ, 5" Exposure, Random Laminated Tabs, One Piece, Fiberglass Reinforced, Asphalt Composition Shingle (CertainTeed Independence)	\$527.66
			Quantity	Unit Price	Factor
			Installation	1.29 x	\$331.69 x 1.2332 =
					Total \$527.66
			User Note: Install new roofing system.		
73	07 34 00 00 0003		SQ	30 LB, Asphalt Saturated Organic Felt Roofing Underlayment, Mechanically Fastened	\$6,922.32
			Quantity	Unit Price	Factor
			Installation	110.00 x	\$46.53 x 1.2332 =
			Demolition	110.00 x	\$4.50 x 1.2332 =
					Total \$6,311.89
			User Note: Demo existing asphalt underlayment & replace with new.		
74	07 34 00 00 0003	Mod	SQ	For >100 To 200, Deduct	-\$621.29
			Quantity	Unit Price	Factor
			Installation	110.00 x	\$-4.58 x 1.2332 =
					Total -\$621.29
75	07 34 00 00 0003		SQ	30 LB, Asphalt Saturated Organic Felt Roofing Underlayment, Mechanically Fastened	\$74.02
			Quantity	Unit Price	Factor
			Installation	1.29 x	\$46.53 x 1.2332 =
					Total \$74.02
			User Note: Install new roofing system.		

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
07 - Thermal & Moisture Protection					
76	07 62 19 00 0127		LF	Up To 5" Girth, 0.040" Thick, Clear Anodized Finish, Aluminum Drip Edge	\$17,291.93
			Quantity	Unit Price	Factor
			Installation	900.00 x \$14.90 x	1.2332 =
			Demolition	900.00 x \$0.68 x	1.2332 =
					Total
					\$16,537.21
					\$754.72
			User Note: Demo existing drip edge & replace with new.		
77	07 63 00 00 0031		EA	1-1/4" ID x 12" Riser Pipe, 4 LB Lead Pipe Flashing For Roofs, Fits 3/4" Pipe	\$255.52
			Quantity	Unit Price	Factor
			Installation	2.00 x \$82.12 x	1.2332 =
			Demolition	2.00 x \$21.48 x	1.2332 =
					Total
					\$202.54
					\$52.98
			User Note: Demo existing pipe flashing & replace with new.		
78	07 63 00 00 0033		EA	2-3/4" ID x 12" Riser Pipe, 4 LB Lead Pipe Flashing For Roofs, Fits 2" Pipe	\$309.66
			Quantity	Unit Price	Factor
			Installation	2.00 x \$104.07 x	1.2332 =
			Demolition	2.00 x \$21.48 x	1.2332 =
					Total
					\$256.68
					\$52.98
			User Note: Demo existing pipe flashing & replace with new.		
79	07 63 00 00 0035		EA	4-1/4" ID x 12" Riser Pipe, 4 LB Lead Pipe Flashing For Roofs, Fits 3-1/2" Pipe	\$659.17
			Quantity	Unit Price	Factor
			Installation	4.00 x \$122.89 x	1.2332 =
			Demolition	2.00 x \$21.48 x	1.2332 =
					Total
					\$606.19
					\$52.98
			User Note: Demo existing pipe flashing & replace with new.		
Subtotal for 07 - Thermal & Moisture Protection:					\$71,537.86
08 - Openings					
80	08 05 13 00 0011		EA	For >2 To 4 SF, Site Installed 20 Gauge Galvannealed Steel Frame With 3/8" Glazing Pocket For Vision Glass In Door, Add	\$322.42
			Quantity	Unit Price	Factor
			Installation	1.00 x \$261.45 x	1.2332 =
					Total
					\$322.42
			User Note: Install 1 way mirror vision kit on door type C.		
81	08 12 13 13 0008		EA	3' x 6'-8" Through 7'-2" High, 4-3/4" Deep, 16 Gauge, Knock Down Hollow Metal Door Frame	\$10,264.36
			Quantity	Unit Price	Factor
			Installation	21.00 x \$333.42 x	1.2332 =
			Demolition	21.00 x \$62.93 x	1.2332 =
					Total
					\$8,634.64
					\$1,629.71
			User Note: Demo existing prior to install of frames for door types (14) A, (4) B, (1) C, & H (2).		
82	08 12 13 13 0008	Mod	EA	For Baked Enamel Finish, Add	\$2,101.56
			Quantity	Unit Price	Factor
			Installation	21.00 x \$81.15 x	1.2332 =
					Total
					\$2,101.56
83	08 14 16 00 0447		EA	3'-0" x 6'-8" x 1-3/4" Thick, 5 Ply, Particleboard Core (PC), Birch Faced Wood Door	\$9,396.28
			Quantity	Unit Price	Factor
			Installation	21.00 x \$325.07 x	1.2332 =
			Demolition	21.00 x \$37.76 x	1.2332 =
					Total
					\$8,418.40
					\$977.88
			User Note: Demo existing prior to install of doors for door types (14) A, (4) B, (1) C, & H (2).		
84	08 42 13 00 0002		EA	3' x 7' x 1-3/4" Medium Stile, Aluminum Framed Entrance Doors Including Glazing, Trim And Hardware	\$16,937.83
			Quantity	Unit Price	Factor
			Installation	2.00 x \$6,867.43 x	1.2332 =
					Total
					\$16,937.83
			User Note: Install door type G.		

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total	
08 - Openings						
85	08 42 13 00 0002	EA	3' x 7' x 1-3/4" Medium Stile, Aluminum Framed Entrance DoorsIncluding Glazing, Trim And Hardware			\$8,468.91
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	\$6,867.43 x	1.2332 =	\$8,468.91
	User Note: Install door type G.					
86	08 42 13 00 0008	PR	6' x 7' x 1-3/4" Wide Stile, Aluminum Framed Entrance DoorsIncluding Glazing, Trim And Hardware			\$16,476.62
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	\$13,360.87 x	1.2332 =	\$16,476.62
	User Note: Install door type I.					
87	08 43 13 00 0006	SF	8' High, 1-3/4" x 4-1/2" Frame, Vertical Mullions 4' On Center, Aluminum Storefront Framing Assembly			\$871.70
			Quantity	Unit Price	Factor	Total
		Installation	42.00 x	\$16.83 x	1.2332 =	\$871.70
	User Note: Storefront next to door type H.					
88	08 43 13 00 0006	SF	8' High, 1-3/4" x 4-1/2" Frame, Vertical Mullions 4' On Center, Aluminum Storefront Framing Assembly			\$4,067.93
			Quantity	Unit Price	Factor	Total
		Installation	196.00 x	\$16.83 x	1.2332 =	\$4,067.93
	User Note: Install new storefront windows (Framing Only).					
89	08 51 23 00 0008	SF	Commercial Projected Sash Window - 40% Vented Steel			\$5,966.59
			Quantity	Unit Price	Factor	Total
		Installation	88.50 x	\$54.67 x	1.2332 =	\$5,966.59
	User Note: Install windows per specs. (4) 3'x4', (3)2.5'x4', & (1) 3'x3.5'.					
90	08 71 11 00 0027	PR	4-1/2" x 4-1/2" Heavy Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge			\$4,327.42
			Quantity	Unit Price	Factor	Total
		Installation	31.50 x	\$111.40 x	1.2332 =	\$4,327.42
	User Note: Install door hardware as per specs. (3) hinges per door x 21=63/2=31.5Pairs.					
91	08 71 11 00 0790	EA	8" x 34", 0.050" Thick, Satin Aluminum Finish, Aluminum Kick Plate			\$1,576.10
			Quantity	Unit Price	Factor	Total
		Installation	21.00 x	\$60.86 x	1.2332 =	\$1,576.10
	User Note: Install door hardware as per specs.					
92	08 71 11 00 2141	EA	3' Push Bar, Rim Type, Exit Device (Von Duprin Series 98/99)Clear anodized satin aluminum US28 (BHMA 628) finish.			\$7,728.90
			Quantity	Unit Price	Factor	Total
		Installation	5.00 x	\$1,253.47 x	1.2332 =	\$7,728.90
	User Note: Install door hardware as per specs.					
93	08 71 11 00 2182	EA	Night Latch, Knob With 110NL Cylinder (Von Duprin Series 98/99, K-NL)Satin chrome plated US26D (BHMA 626) finish.			\$2,794.12
			Quantity	Unit Price	Factor	Total
		Installation	5.00 x	\$453.15 x	1.2332 =	\$2,794.12
	User Note: Install door hardware as per specs.					
94	08 71 11 00 2261	EA	Surface Mounted Heavy Duty Door Closer (LCN 4040XP/4041 Series)			\$7,780.14
			Quantity	Unit Price	Factor	Total
		Installation	13.00 x	\$485.30 x	1.2332 =	\$7,780.14
	User Note: Install door hardware as per specs.					

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
08 - Openings					
95	08 71 11 00 2313		EA	Extra Heavy Duty Cylindrical, F84 Classroom LocksetSatin chrome plated US26D (BHMA 626) - BHMA 156.2-1989, Grade 1(Corbin Russwin CL 3300).	\$11,832.79
			Quantity	Unit Price	Factor
			Installation	19.00 x \$505.01 x	1.2332 =
					Total \$11,832.79
			User Note: Install door hardware as per specs.		
96	08 71 11 00 2343		EA	12 Button Industrial Electronic Cylindrical Lock With HID Proximity Cards, Key Override (Alarm Lock PDL3000IC26D)	\$26,431.42
			Quantity	Unit Price	Factor
			Installation	10.00 x \$2,143.32 x	1.2332 =
					Total \$26,431.42
			User Note: Install door hardware as per specs.		
97	08 71 11 00 2437		EA	Class 100, Cylindrical, Classroom/Storeroom, Keypad, Sparta Lever, Standalone Electronic Lock (Schlage CO100CY70KP626BD-D)	\$2,112.82
			Quantity	Unit Price	Factor
			Installation	2.00 x \$856.64 x	1.2332 =
					Total \$2,112.82
			User Note: Install door hardware as per specs.		
98	08 72 33 00 0151		LF	5/16" x 1/2", Silicone Single Fin, Adhesive Backed Perimeter Gasketing Weather-Strip (Pemko S77)	\$81.02
			Quantity	Unit Price	Factor
			Installation	15.00 x \$4.38 x	1.2332 =
					Total \$81.02
			User Note: Install door hardware as per specs.		
99	08 72 43 00 0008		LF	3" Width, 1/4" Height, Aluminum Saddle Threshold (Pemko 151A)	\$400.67
			Quantity	Unit Price	Factor
			Installation	15.00 x \$21.66 x	1.2332 =
					Total \$400.67
			User Note: Install door hardware as per specs.		
100	08 81 23 23 0015		SF	1/4" Thick, Tempered, Clear Float Field Installed Glass	\$5,755.05
			Quantity	Unit Price	Factor
			Installation	196.00 x \$23.81 x	1.2332 =
					Total \$5,755.05
			User Note: Install new storefront windows (Glazing Only).		
101	08 81 23 23 0015	Mod	SF	For >50 To 200, Deduct	-\$116.02
			Quantity	Unit Price	Factor
			Installation	196.00 x \$-0.48 x	1.2332 =
					Total \$-116.02
102	08 81 23 23 0015		SF	1/4" Thick, Tempered, Clear Float Field Installed Glass	\$3,831.81
			Quantity	Unit Price	Factor
			Installation	130.50 x \$23.81 x	1.2332 =
					Total \$3,831.81
			User Note: Glazing for windows per specs. (4) 3'x4', (3)2.5'x4', & (1) 3'x3.5'. as well as glazing for door type H (42SF).		
103	08 81 23 23 0015	Mod	SF	For Low-E Coated Glass, Add	\$642.12
			Quantity	Unit Price	Factor
			Installation	130.50 x \$3.99 x	1.2332 =
					Total \$642.12
104	08 81 23 23 0015	Mod	SF	For >50 To 200, Deduct	-\$77.25
			Quantity	Unit Price	Factor
			Installation	130.50 x \$-0.48 x	1.2332 =
					Total \$-77.25
105	08 83 13 00 0005		SF	1/4" Tempered, One-Way Vision Glass (Transparent Mirrors)	\$586.16
			Quantity	Unit Price	Factor
			Installation	4.00 x \$118.83 x	1.2332 =
					Total \$586.16
			User Note: Install 1 way mirror vision kit on door type C.		
Subtotal for 08 - Openings:					\$150,561.47
09 - Finishes					

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
09 - Finishes					
106	09 22 13 13 0010		SF	1-1/2", 25 Gauge, 16" On Center, Installed On Ceilings, Hat Furring Channel	\$1,065.85
				Quantity	Unit Price
			Installation	215.00 x	\$4.02 x
					Factor =
					Total
					\$1,065.85
			User Note: Install hard lid ceiling at restroom area.		
107	09 29 10 00 0006		SF	5/8" Gypsum Board	\$328.77
				Quantity	Unit Price
			Installation	215.00 x	\$1.24 x
					Factor =
					Total
					\$328.77
			User Note: Install hard lid ceiling at restroom area.		
108	09 29 10 00 0006	Mod	SF	For >128 To 320, Add	\$63.63
				Quantity	Unit Price
			Installation	215.00 x	\$0.24 x
					Factor =
					Total
					\$63.63
109	09 29 10 00 0009		SF	5/8" Type X Fire Rated Gypsum Board	\$7,927.63
				Quantity	Unit Price
			Installation	4,945.00 x	\$1.30 x
					Factor =
					Total
					\$7,927.63
			User Note: Install new gypsum board partition walls.		
110	09 29 10 00 0009	Mod	SF	For >1,536, Deduct	-\$670.80
				Quantity	Unit Price
			Installation	4,945.00 x	\$-0.11 x
					Factor =
					Total
					\$-670.80
111	09 29 10 00 0038		SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board	\$2,073.38
				Quantity	Unit Price
			Installation	4,945.00 x	\$0.34 x
					Factor =
					Total
					\$2,073.38
			User Note: Install new gypsum board partition walls.		
112	09 29 10 00 0041		SF	Up To 10' High, Ceilings, Tape, Spackle And Finish Gypsum Board	\$114.01
				Quantity	Unit Price
			Installation	215.00 x	\$0.43 x
					Factor =
					Total
					\$114.01
			User Note: Install hard lid ceiling at restroom area.		
113	09 29 10 00 0041	Mod	SF	For >128 To 320, Add	\$26.51
				Quantity	Unit Price
			Installation	215.00 x	\$0.10 x
					Factor =
					Total
					\$26.51
114	09 30 13 00 0004		SF	8" x 8" And Larger Unmounted Ceramic Floor TileIncludes glazed porcelain , unglazed porcelain and glazed ceramic tiles.	\$388.68
				Quantity	Unit Price
			Installation	0.00 x	\$10.92 x
			Demolition	309.00 x	\$1.02 x
					Factor =
					Total
					\$0.00
					\$388.68
			User Note: Demo existing ceramic floor tile.		
115	09 30 13 00 0010		LF	4-1/4" To 4-1/2" High, Ceramic Cove Base Or TrimIncludes glazed porcelain , unglazed porcelain and glazed ceramic tiles.	\$155.19
				Quantity	Unit Price
			Installation	0.00 x	\$7.42 x
			Demolition	88.00 x	\$1.43 x
					Factor =
					Total
					\$0.00
					\$155.19
			User Note: Demo existing ceramic base.		
116	09 51 13 00 0004		SF	2' x 4' x 3/4" Thick, Square Edge, Fiberglass Acoustical Ceiling Panel (Armstrong Optima®)	\$17,634.96
				Quantity	Unit Price
			Installation	1,792.00 x	\$7.98 x
					Factor =
					Total
					\$17,634.96
			User Note: Install new ceiling grid/tile.		

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
09 - Finishes					
117	09 51 13 00 0004	Mod	SF	For Individual Room Quantities <495, AddFor use with projects >500 SF	\$1,473.92
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				1,245.00 x \$0.96 x 1.2332 =	\$1,473.92
118	09 53 23 00 0005		SF	2' x 4' Grid, Hot Dipped Galvanized Steel, 15/16" T Bar Ceiling Suspension System	\$4,220.90
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				1,792.00 x \$1.91 x 1.2332 =	\$4,220.90
		User Note: Install new ceiling grid/tile.			
119	09 53 23 00 0005	Mod	SF	For Individual Room Quantities <495, AddFor use with projects >500 SF	\$276.36
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				1,245.00 x \$0.18 x 1.2332 =	\$276.36
120	09 65 13 13 0007		LF	4" High, 1/8" Thick, Type TP Thermoplastic Rubber Wall Base, All Colors	\$5,973.55
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				884.00 x \$4.77 x 1.2332 =	\$5,200.01
			Demolition	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				794.00 x \$0.79 x 1.2332 =	\$773.54
		User Note: Remove existing rubber base & install new.			
121	09 65 13 13 0007	Mod	LF	For >240 To 960, Deduct	-\$436.06
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				884.00 x \$-0.40 x 1.2332 =	-\$436.06
122	09 65 13 13 0007		LF	4" High, 1/8" Thick, Type TP Thermoplastic Rubber Wall Base, All Colors	\$1,752.94
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				298.00 x \$4.77 x 1.2332 =	\$1,752.94
		User Note: Remove existing rubber base & install new.			
123	09 65 13 13 0007	Mod		For >240 To 960, Deduct	-\$147.00
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				298.00 x \$-0.40 x 1.2332 =	-\$147.00
124	09 65 19 19 0002		SF	1/8" Thick, Class 2 Through Pattern, Vinyl Composition Tile (VCT) (Armstrong® Standard Excelon Imperial Texture®)	\$1,580.00
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				0.00 x \$3.62 x 1.2332 =	\$0.00
			Demolition	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				1,363.00 x \$0.94 x 1.2332 =	\$1,580.00
		User Note: Demo existing VCT flooring.			
125	09 65 23 00 0004		SF	0.16" Overall Thickness, 0.020" Wear Layer, Vinyl Plank Flooring (Armstrong® Luxe Plank™)	\$30,470.50
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				2,271.00 x \$10.88 x 1.2332 =	\$30,470.50
		User Note: Install new LVP flooring.			
126	09 65 23 00 0004	Mod	SF	For >1,000, Deduct	-\$2,772.59
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				2,271.00 x \$-0.99 x 1.2332 =	-\$2,772.59
127	09 68 13 00 0006		SY	24 Ounce, Non Patterned, Nylon Carpet Tile	\$16,526.34
			Installation	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				270.00 x \$44.16 x 1.2332 =	\$14,703.69
			Demolition	<div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div>	
				391.00 x \$3.78 x 1.2332 =	\$1,822.64
		User Note: Remove existing carpeting, & install new carpet tiles.			

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
09 - Finishes					
128	09 68 13 00 0006	Mod	SY	For >200 To 400, Deduct	-\$233.07
			Installation	Quantity 270.00 x Unit Price \$-0.70 x Factor 1.2332 =	Total \$-233.07
129	09 68 13 00 0006		SY	24 Ounce, Non Patterned, Nylon Carpet Tile	\$1,988.24
			Installation	Quantity 33.00 x Unit Price \$44.16 x Factor 1.2332 =	Total \$1,797.12
			Demolition	41.00 x \$3.78 x 1.2332 =	\$191.12
User Note: Remove existing carpeting, & install new carpet tiles.					
130	09 68 13 00 0006	Mod		For >15 To 33, Add	\$37.85
			Installation	Quantity 33.00 x Unit Price \$0.93 x Factor 1.2332 =	Total \$37.85
131	09 91 23 00 0062		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls	\$3,892.13
			Installation	Quantity 7,173.00 x Unit Price \$0.44 x Factor 1.2332 =	Total \$3,892.13
User Note: Prime/paint walls.					
132	09 91 23 00 0062	Mod	SF	For Orange Peel Finish, Add	\$530.74
			Installation	Quantity 7,173.00 x Unit Price \$0.06 x Factor 1.2332 =	Total \$530.74
133	09 91 23 00 0062	Mod	SF	For >5,000 To 10,000, Deduct	-\$353.83
			Installation	Quantity 7,173.00 x Unit Price \$-0.04 x Factor 1.2332 =	Total \$-353.83
134	09 91 23 00 0062		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Plaster/Drywall Walls	\$575.71
			Installation	Quantity 1,061.00 x Unit Price \$0.44 x Factor 1.2332 =	Total \$575.71
User Note: Prime/paint walls.					
135	09 91 23 00 0062	Mod		For Orange Peel Finish, Add	\$78.51
			Installation	Quantity 1,061.00 x Unit Price \$0.06 x Factor 1.2332 =	Total \$78.51
136	09 91 23 00 0064		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls	\$1,151.41
			Installation	Quantity 1,061.00 x Unit Price \$0.88 x Factor 1.2332 =	Total \$1,151.41
User Note: Prime/paint walls.					
137	09 91 23 00 0064	Mod		For Orange Peel Finish, Add	\$143.93
			Installation	Quantity 1,061.00 x Unit Price \$0.11 x Factor 1.2332 =	Total \$143.93
138	09 91 23 00 0064		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Plaster/Drywall Walls	\$7,784.25
			Installation	Quantity 7,173.00 x Unit Price \$0.88 x Factor 1.2332 =	Total \$7,784.25
User Note: Prime/paint walls.					
139	09 91 23 00 0064	Mod	SF	For Orange Peel Finish, Add	\$973.03
			Installation	Quantity 7,173.00 x Unit Price \$0.11 x Factor 1.2332 =	Total \$973.03
140	09 91 23 00 0064	Mod	SF	For >5,000 To 10,000, Deduct	-\$796.12
			Installation	Quantity 7,173.00 x Unit Price \$-0.09 x Factor 1.2332 =	Total \$-796.12

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
09 - Finishes					
141	09 91 23 00 0151		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling	\$214.58
			Installation	<div> <div>Quantity</div> <div>348.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.50</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$214.58</div> </div>	
		User Note: Prime/paint ceilings.			
142	09 91 23 00 0151	Mod		For Orange Peel Finish, Add	\$25.75
			Installation	<div> <div>Quantity</div> <div>348.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.06</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$25.75</div> </div>	
143	09 91 23 00 0151	Mod		For >250 To 500, Add	\$25.75
			Installation	<div> <div>Quantity</div> <div>348.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.06</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$25.75</div> </div>	
144	09 91 23 00 0151		SF	1 Coat Primer, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling	\$1,542.73
			Installation	<div> <div>Quantity</div> <div>2,502.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.50</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$1,542.73</div> </div>	
		User Note: Prime/paint ceilings.			
145	09 91 23 00 0151	Mod	SF	For Orange Peel Finish, Add	\$185.13
			Installation	<div> <div>Quantity</div> <div>2,502.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.06</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$185.13</div> </div>	
146	09 91 23 00 0151	Mod	SF	For >2,500 To 5,000, Deduct	-\$92.56
			Installation	<div> <div>Quantity</div> <div>2,502.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$-0.03</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>-\$92.56</div> </div>	
147	09 91 23 00 0153		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling	\$386.24
			Installation	<div> <div>Quantity</div> <div>348.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.90</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$386.24</div> </div>	
		User Note: Prime/paint ceilings.			
148	09 91 23 00 0153	Mod		For Orange Peel Finish, Add	\$51.50
			Installation	<div> <div>Quantity</div> <div>348.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.12</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$51.50</div> </div>	
149	09 91 23 00 0153	Mod		For >250 To 500, Add	\$47.21
			Installation	<div> <div>Quantity</div> <div>348.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.11</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$47.21</div> </div>	
150	09 91 23 00 0153		SF	2 Coats Paint, Brush/Roller Work, Paint Interior Drywall/Plaster Ceiling	\$2,776.92
			Installation	<div> <div>Quantity</div> <div>2,502.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.90</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$2,776.92</div> </div>	
		User Note: Prime/paint ceilings.			
151	09 91 23 00 0153	Mod	SF	For Orange Peel Finish, Add	\$370.26
			Installation	<div> <div>Quantity</div> <div>2,502.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$0.12</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>\$370.26</div> </div>	
152	09 91 23 00 0153	Mod	SF	For >2,500 To 5,000, Deduct	-\$154.27
			Installation	<div> <div>Quantity</div> <div>2,502.00</div> <div>x</div> </div> <div> <div>Unit Price</div> <div>\$-0.05</div> <div>x</div> </div> <div> <div>Factor</div> <div>1.2332</div> <div>=</div> </div> <div> <div>Total</div> <div>-\$154.27</div> </div>	
Subtotal for 09 - Finishes:					\$109,178.69
12 - Furnishings					

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
12 - Furnishings					
153	12 36 61 16 0004		SF	1/2" Thick, Solid Color, Solid Surface Countertop Without BacksplashQuantity based on area of counter, backsplash and apron. Includes drilling holes for fixtures and 1-1/2" drop edge with 1/8" radius edges (when apron not used).	\$6,981.15
				Quantity Unit Price Factor Total	
		Installation	102.00 x	\$55.50 x 1.2332 =	\$6,981.15
User Note: Install new countertops.					
154	12 36 61 16 0007		EA	Cutout For Undercounter Sink In Solid Surface CountertopNot including integral seamed sinks	\$116.32
				Quantity Unit Price Factor Total	
		Installation	1.00 x	\$94.32 x 1.2332 =	\$116.32
User Note: Cutout for new kitchen sink in breakroom.					
Subtotal for 12 - Furnishings:					\$7,097.47
22 - Plumbing					
155	22 05 23 00 0036		EA	1-1/2" Crimped Bronze, 250 PSI, Ball Valve	\$712.25
				Quantity Unit Price Factor Total	
		Installation	2.00 x	\$288.78 x 1.2332 =	\$712.25
User Note: Install 1-1/2" Isolation valve at each restroom.					
156	22 05 23 00 0037		EA	2" Crimped Bronze, 250 PSI, Ball Valve	\$1,083.32
				Quantity Unit Price Factor Total	
		Installation	2.00 x	\$439.23 x 1.2332 =	\$1,083.32
User Note: 2" Isolation valve at each restroom.					
157	22 11 16 00 0853		LF	1/2" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.	\$151.83
				Quantity Unit Price Factor Total	
		Installation	0.00 x	\$17.10 x 1.2332 =	\$0.00
		Demolition	54.00 x	\$2.28 x 1.2332 =	\$151.83
User Note: Demo existing water piping.					
158	22 11 16 00 0854		LF	3/4" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.	\$1,149.93
				Quantity Unit Price Factor Total	
		Installation	47.00 x	\$19.84 x 1.2332 =	\$1,149.93
User Note: Demo existing condensation pipe & replace with new.					
159	22 11 16 00 0854		LF	3/4" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.	\$782.93
				Quantity Unit Price Factor Total	
		Installation	32.00 x	\$19.84 x 1.2332 =	\$782.93
User Note: Demo existing condensation pipe & replace with new.					
160	22 11 16 00 0855		LF	1" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.	\$1,530.35
				Quantity Unit Price Factor Total	
		Installation	56.00 x	\$22.16 x 1.2332 =	\$1,530.35
User Note: Install new water piping.					

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
22 - Plumbing					
161	22 11 16 00 0855		LF	1" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.	\$6,546.44
				Quantity Unit Price Factor Total	
			Installation	231.00 x \$22.16 x 1.2332 =	\$6,312.70
			Demolition	54.00 x \$3.51 x 1.2332 =	\$233.74
		User Note: Install new water piping.			
162	22 11 19 00 0224		EA	1/2" Inlets, 1/2" Outlet Sink/Faucet Point-Of-Use Thermostatic Mixing Valve (Bradley S59-2007)	\$1,309.31
				Quantity Unit Price Factor Total	
			Installation	2.00 x \$530.86 x 1.2332 =	\$1,309.31
		User Note: Install mixing valves at each lavatory.			
163	22 13 13 00 0003		EA	Floor Mounted Water Closet, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture and flush valve.	\$2,843.71
				Quantity Unit Price Factor Total	
			Installation	2.00 x \$1,152.98 x 1.2332 =	\$2,843.71
		User Note: Rough-in for new plumbing fixture.			
164	22 13 13 00 0007		EA	Wall Mounted Lavatory, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, carrier and faucet.	\$2,025.88
				Quantity Unit Price Factor Total	
			Installation	2.00 x \$821.39 x 1.2332 =	\$2,025.88
		User Note: Rough-in for new plumbing fixture.			
165	22 13 13 00 0008		EA	Countertop Kitchen Sink, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture and faucet.	\$1,234.62
				Quantity Unit Price Factor Total	
			Installation	1.00 x \$1,001.15 x 1.2332 =	\$1,234.62
		User Note: Rough-in for new plumbing fixture.			
166	22 13 16 00 0003		LF	2" Underground Bell And Spigot Cast Iron Soil Pipe AssemblyIncludes all fittings and gaskets. Excludes earthwork excavation, backfill and compaction. Not for use where detail is available.	\$1,843.86
				Quantity Unit Price Factor Total	
			Installation	23.00 x \$36.98 x 1.2332 =	\$1,048.89
			Demolition	136.00 x \$4.74 x 1.2332 =	\$794.97
		User Note: Demo existing waste pipe in chase & replace with new to underground locations.			
167	22 13 16 00 0004		LF	3" Underground Bell And Spigot Cast Iron Soil Pipe AssemblyIncludes all fittings and gaskets. Excludes earthwork excavation, backfill and compaction. Not for use where detail is available.	\$2,186.98
				Quantity Unit Price Factor Total	
			Installation	33.00 x \$53.74 x 1.2332 =	\$2,186.98
		User Note: Install new underground piping.			
168	22 42 16 13 0013		EA	20" x 18" Oval Vitreous China Countertop Lavatory (Kohler® Pennington®)	\$1,100.61
				Quantity Unit Price Factor Total	
			Installation	2.00 x \$446.24 x 1.2332 =	\$1,100.61
		User Note: Demo existing plumbing fixtures.			
169	22 42 16 13 0097		EA	Floor Mounted Hanger Plate Type, Single Lavatory Carrier	\$1,289.31
				Quantity Unit Price Factor Total	
			Installation	2.00 x \$522.75 x 1.2332 =	\$1,289.31
		User Note: Install new lavatory fixtures.			

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total	
22 - Plumbing						
170	22 42 16 16 0004	EA	22" x 33" x 9-5/8" Enameled Cast Iron Kitchen Sink, Double Bowl (Kohler® Brookfield®)			\$978.64
		Installation	Quantity	Unit Price	Factor	Total
			1.00 x	\$793.58 x	1.2332 =	\$978.64
User Note: Install new plumbing fixtures.						
171	22 42 39 00 0019	EA	Brushed Nickel Single Handle Kitchen Faucet With Integrated Spray (Elkay LKGT1041NK)			\$914.95
		Installation	Quantity	Unit Price	Factor	Total
			1.00 x	\$741.93 x	1.2332 =	\$914.95
User Note: Install new plumbing fixtures.						
172	22 42 39 00 0152	EA	Electronic Lavatory Faucet (Chicago Faucet 116.112.AB.1)			\$1,942.41
		Installation	Quantity	Unit Price	Factor	Total
			2.00 x	\$787.55 x	1.2332 =	\$1,942.41
User Note: Install faucets, angle stops at all new lavatories.						
173	22 42 39 00 0170	EA	1-1/4" Grid Strainer Tailpiece (Chicago Faucet 327-XCP)			\$99.32
		Installation	Quantity	Unit Price	Factor	Total
			2.00 x	\$40.27 x	1.2332 =	\$99.32
User Note: Install faucets, angle stops at all new lavatories.						
174	22 42 39 00 0173	EA	Soft Lavatory Drainline Guard And Shutoff Covers (IPS Truebro Soft-Guard Plus)			\$141.94
		Installation	Quantity	Unit Price	Factor	Total
			2.00 x	\$57.55 x	1.2332 =	\$141.94
User Note: Install under sink insulation kit at all new lavatories.						
175	22 42 39 00 0177	EA	1/2" NPT x 3/8" Compression Chrome, Quarter Turn Angle Stop (SharkBite 23036)			\$72.93
		Installation	Quantity	Unit Price	Factor	Total
			2.00 x	\$29.57 x	1.2332 =	\$72.93
User Note: Install faucets, angle stops at all new lavatories.						
176	22 42 43 00 0004	EA	Exposed Manual Water Closet Flush Valve (Sloan Regal-110 Or 111)			\$805.21
		Installation	Quantity	Unit Price	Factor	Total
			2.00 x	\$326.47 x	1.2332 =	\$805.21
User Note: Demo existing plumbing fixtures.						

Subtotal for 22 - Plumbing: **\$30,746.73**

23 - Heating, Ventilating, And Air-Conditioning (HVAC)												
177	23	07	13	00	0004	SF	1-1/2" Thick, Type 75 (0.75 LB/CF) FSK Fiber Glass Duct Wrap Insulation			\$4,636.22		
							Quantity		Unit Price	Factor	Total	
						Installation	1,030.00	x	\$3.65	x	1.2332 =	\$4,636.22
						User Note: Install duct insulation.						
178	23	31	13	13	0005	LB	Seal Class A, Rectangular Or Square, Galvanized Steel Sheet Metal Ductwork			\$24,664.34		
							Quantity		Unit Price	Factor	Total	
						Installation	1,448.18	x	\$10.95	x	1.2332 =	\$19,555.56
						Demolition	2,124.47	x	\$1.95	x	1.2332 =	\$5,108.79
						User Note: Install 22ga galvanized steel ductwork @1.406lbs per SF. (1030SF) [1030x1.406=1,448.18] Demo is (1248SF) 1,511x1.406=2,124.466]						

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
23 - Heating, Ventilating, And Air-Conditioning (HVAC)					
179	23 31 13 13 0005	Mod	LB	For >1,000 To 2,000, Add	\$1,696.60
				Quantity Unit Price Factor Total	
			Installation	1,448.18 x \$0.95 x 1.2332 =	\$1,696.60
180	23 31 13 13 0005	Mod	LB	For Elevated Installation >10' To 15', Add	\$892.95
				Quantity Unit Price Factor Total	
			Installation	1,448.18 x \$0.50 x 1.2332 =	\$892.95
181	23 33 46 00 0004		LF	6" Diameter Flexible Duct, R8.0 Insulated With Polyester Inner Liner Over Fiberglass Insulation And Metallized Outer Jacket	\$459.05
				Quantity Unit Price Factor Total	
			Installation	44.00 x \$8.46 x 1.2332 =	\$459.05
		User Note: Install new flex duct.			
182	23 33 46 00 0006		LF	8" Diameter Flexible Duct, R8.0 Insulated With Polyester Inner Liner Over Fiberglass Insulation And Metallized Outer Jacket	\$961.65
				Quantity Unit Price Factor Total	
			Installation	70.00 x \$11.14 x 1.2332 =	\$961.65
		User Note: Install new flex duct.			
183	23 33 46 00 0007		LF	10" Diameter Flexible Duct, R8.0 Insulated With Polyester Inner Liner Over Fiberglass Insulation And Metallized Outer Jacket	\$1,037.12
				Quantity Unit Price Factor Total	
			Installation	58.00 x \$14.50 x 1.2332 =	\$1,037.12
		User Note: Install new flex duct.			
184	23 34 16 00 0266		EA	80 CFM, Ceiling/Wall Mounted, Metal Intake Grille, Heavy Duty/Continuous Operation Exhaust Fan (Broan® HD80)	\$508.60
				Quantity Unit Price Factor Total	
			Installation	2.00 x \$206.21 x 1.2332 =	\$508.60
		User Note: Install new exhaust fans.			
185	23 37 13 13 0077		EA	12" x 12" Single Deflection Return/Exhaust Register, Aluminum, Opposed Blade Damper, Wall/Ceiling	\$1,355.16
				Quantity Unit Price Factor Total	
			Installation	6.00 x \$172.79 x 1.2332 =	\$1,278.51
			Demolition	6.00 x \$10.36 x 1.2332 =	\$76.66
		User Note: Demo existing diffusers & install new.			
186	23 37 13 13 0118		EA	6" x 6" Aluminum Eggcrate Ceiling Return Air And Exhaust Grille	\$225.03
				Quantity Unit Price Factor Total	
			Installation	4.00 x \$45.62 x 1.2332 =	\$225.03
		User Note: Demo existing diffusers & install new.			
187	23 37 13 13 0163		EA	12" x 12" Adjustable Curved Blade Register, Ceiling Mounted, Aluminum Construction, 4-Way Pattern	\$1,714.02
				Quantity Unit Price Factor Total	
			Installation	10.00 x \$128.63 x 1.2332 =	\$1,586.27
			Demolition	10.00 x \$10.36 x 1.2332 =	\$127.76
		User Note: Demo existing diffusers & install new.			
188	23 37 13 13 0167		EA	24" x 24" Adjustable Curved Blade Register, Ceiling Mounted, Aluminum Construction, 4-Way Pattern	\$984.76
				Quantity Unit Price Factor Total	
			Installation	3.00 x \$266.18 x 1.2332 =	\$984.76
		User Note: Demo existing diffusers & install new.			

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total	
23 - Heating, Ventilating, And Air-Conditioning (HVAC)						
189	23 81 13 13 0003	EA	1 Ton Single Package Cooling, Vertical Wall Unit, Air To Air Type With Electric Heat		\$18,059.38	
			Quantity	Unit Price	Factor	Total
		Installation	2.00 x	\$7,146.80 x	1.2332 =	\$17,626.87
		Demolition	2.00 x	\$175.36 x	1.2332 =	\$432.51
		User Note: Demo existing units, & install new for CU2 & CU3.				
190	23 81 13 13 0007	EA	3 Ton Single Package Cooling, Vertical Wall Unit, Air To Air Type With Electric Heat		\$18,274.05	
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	\$14,531.44 x	1.2332 =	\$17,920.17
		Demolition	1.00 x	\$286.96 x	1.2332 =	\$353.88
		User Note: Demo existing units, & install new for CU1.				
191	23 81 49 00 0068	EA	24 MBH Ceiling-recessed Air Conditioners and Heat Pumps (Mitsubishi PLA-024)		\$7,762.41	
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	\$6,024.16 x	1.2332 =	\$7,428.99
		Demolition	1.00 x	\$270.37 x	1.2332 =	\$333.42
		User Note: Demo existing units, & install new for indoor section of SS3.				
192	23 81 49 00 0068	EA	24 MBH Ceiling-recessed Air Conditioners and Heat Pumps (Mitsubishi PLA-024)		\$7,762.41	
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	\$6,024.16 x	1.2332 =	\$7,428.99
		Demolition	1.00 x	\$270.37 x	1.2332 =	\$333.42
		User Note: Demo existing units, & install new for indoor section of SS2 & SS3.				
193	23 81 49 00 0070	EA	36 MBH Ceiling-recessed Air Conditioners and Heat Pumps (Mitsubishi PLA-036)		\$10,421.53	
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	\$8,131.07 x	1.2332 =	\$10,027.24
		Demolition	1.00 x	\$319.73 x	1.2332 =	\$394.29
		User Note: Demo existing units, & install new for indoor section of SS1.				
194	23 81 49 00 0073	EA	12 MBH Outdoor Condenser Unit (Mitsubishi PUY-012)		\$6,016.04	
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	\$4,681.70 x	1.2332 =	\$5,773.47
		Demolition	1.00 x	\$196.70 x	1.2332 =	\$242.57
		User Note: Demo existing units, & install new for outdoor section of SS2 & SS3.				
195	23 81 49 00 0075	EA	24 MBH Outdoor Condenser Unit (Mitsubishi PUY-024)		\$16,683.27	
			Quantity	Unit Price	Factor	Total
		Installation	2.00 x	\$6,518.17 x	1.2332 =	\$16,076.41
		Demolition	2.00 x	\$246.05 x	1.2332 =	\$606.86
		User Note: Demo existing units, & install new for outdoor section of SS1.				
Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC):					\$124,114.59	
26 - Electrical						
196	26 01 50 51 0371	EA	Recycle 4' Length Linear Fluorescent Lamps		\$13.17	
			Quantity	Unit Price	Factor	Total
		Installation	12.00 x	\$0.89 x	1.2332 =	\$13.17
		User Note: Recycle lamps from existing light fixtures Wraparounds 4fixturesx3lamps=12				

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
26 - Electrical					
197	26 01 50 51 0371		EA	Recycle 4' Length Linear Fluorescent Lamps	\$108.66
				<div> <div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div> <div> <div>Installation</div> <div>99.00 x</div> <div>\$0.89 x</div> <div>1.2332 =</div> <div>\$108.66</div> </div> </div> <div> User Note: Recycle lamps from existing light fixtures Wraparounds 29fixturesx3lamps Striplight 12fixturesx1lamp [87+12=99] </div>	
198	26 01 50 51 0374		EA	Recycle Compact Fluorescent Lamps	\$3.95
				<div> <div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div> <div> <div>Installation</div> <div>4.00 x</div> <div>\$0.80 x</div> <div>1.2332 =</div> <div>\$3.95</div> </div> </div> <div> User Note: Recycle lamps from existing light fixtures. Vanity 2fixturesx2lamps </div>	
199	26 01 50 51 0374		EA	Recycle Compact Fluorescent Lamps	\$2.96
				<div> <div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div> <div> <div>Installation</div> <div>3.00 x</div> <div>\$0.80 x</div> <div>1.2332 =</div> <div>\$2.96</div> </div> </div> <div> User Note: Recycle lamps from existing light fixtures. 4" recessed can lights. </div>	
200	26 01 50 51 0376		EA	Recycle High Intensity Discharge (HID) Lamps	\$13.71
				<div> <div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div> <div> <div>Installation</div> <div>4.00 x</div> <div>\$2.78 x</div> <div>1.2332 =</div> <div>\$13.71</div> </div> </div> <div> User Note: Recycle lamps from existing light fixtures. Wall Pack 2fixturesx2lamps </div>	
201	26 05 29 00 0264		EA	3/4" Diameter, Electrical Metallic Tubing (EMT) Conduit Clamp For Unistrut Channel	\$18.84
				<div> <div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div> <div> <div>Installation</div> <div>4.00 x</div> <div>\$3.82 x</div> <div>1.2332 =</div> <div>\$18.84</div> </div> </div> <div> User Note: Install conduit support. [38/10=3.8 roundup 4] </div>	
202	26 05 29 00 0264	Mod		For >100 To 250, Deduct	-\$69.75
				<div> <div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div> <div> <div>Installation</div> <div>202.00 x</div> <div>\$-0.28 x</div> <div>1.2332 =</div> <div>-\$69.75</div> </div> </div>	
203	26 05 29 00 0264		EA	3/4" Diameter, Electrical Metallic Tubing (EMT) Conduit Clamp For Unistrut Channel	\$951.59
				<div> <div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div> <div> <div>Installation</div> <div>202.00 x</div> <div>\$3.82 x</div> <div>1.2332 =</div> <div>\$951.59</div> </div> </div> <div> User Note: Install conduit support. [2018/10=201.8 roundup 202] </div>	
204	26 05 29 00 0264	Mod	EA	For >100 To 250, Deduct	-\$69.75
				<div> <div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div> <div> <div>Installation</div> <div>202.00 x</div> <div>\$-0.28 x</div> <div>1.2332 =</div> <div>-\$69.75</div> </div> </div>	
205	26 05 33 13 0014		CLF	3/4" Electrical Metallic Tubing (EMT) Conduit Assembly With 3 #10 Copper THHN And 1 #12 Copper Insulated Grounding ConductorIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	\$349.59
				<div> <div> <div>Quantity</div> <div>Unit Price</div> <div>Factor</div> <div>Total</div> </div> <div> <div>Installation</div> <div>0.38 x</div> <div>\$746.00 x</div> <div>1.2332 =</div> <div>\$349.59</div> </div> </div> <div> User Note: Remove existing conduit/wiring, and replace with new. </div>	

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
26 - Electrical					
206	26 05 33 13 0014		CLF	3/4" Electrical Metallic Tubing (EMT) Conduit Assembly With 3 #10 Copper THHN And 1 #12 Copper Insulated Grounding ConductorIncludes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	\$22,365.58

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total	
26 - Electrical						
215	26 27 26 00 0005	EA	20 Amperes, 1 Gang, NEMA 5-20, Duplex Receptacle Assembly			\$79.76
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	\$64.68 x	1.2332 =	\$79.76
		User Note: Install new outlets.				
216	26 27 26 00 0009	EA	20 Amperes, 1 Gang, GFI, Duplex Receptacle Assembly			\$195.31
			Quantity	Unit Price	Factor	Total
		Installation	2.00 x	\$79.19 x	1.2332 =	\$195.31
		User Note: Install new outlets.				
217	26 27 26 00 0138	EA	1 Gang, 20 Amperes, 120/277 Volt, SPST, Switch Assembly			\$857.30
			Quantity	Unit Price	Factor	Total
		Installation	2.00 x	\$68.59 x	1.2332 =	\$169.17
		Demolition	24.00 x	\$23.25 x	1.2332 =	\$688.13
		User Note: Install new switches.				
218	26 27 26 00 0152	EA	20 Amperes, 120/277 Volt, 3-Way Switch			\$359.35
			Quantity	Unit Price	Factor	Total
		Installation	10.00 x	\$29.14 x	1.2332 =	\$359.35
		User Note: Install new switches.				
219	26 27 26 00 0152	EA	20 Amperes, 120/277 Volt, 3-Way Switch			\$71.87
			Quantity	Unit Price	Factor	Total
		Installation	2.00 x	\$29.14 x	1.2332 =	\$71.87
		User Note: Install new switches.				
220	26 27 26 00 0153	EA	20 Amperes, 120/277 Volt, 4-Way Switch			\$96.41
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	\$78.18 x	1.2332 =	\$96.41
		User Note: Install new switches.				
221	26 27 26 00 0236	EA	1 Gang Nylon Switch Wall Plates			\$32.56
			Quantity	Unit Price	Factor	Total
		Installation	20.00 x	\$1.32 x	1.2332 =	\$32.56
		User Note: Install switch box/cover plate for 3 way switches(12), 4 way switches (1), & occupancy switches (9). [12+1+9=22]				
222	26 27 26 00 0236	EA	1 Gang Nylon Switch Wall Plates			\$3.26
			Quantity	Unit Price	Factor	Total
		Installation	2.00 x	\$1.32 x	1.2332 =	\$3.26
		User Note: Install switch box/cover plate for 3 way switches(12), 4 way switches (1), & occupancy switches (9). [12+1+9=22]				
223	26 28 16 13 0126	EA	15 To 30 Amperes, 3 Pole, 240 Volt, Branch Circuit Breaker, 42,000 Amperes Interrupting Capacity			\$3,458.94
			Quantity	Unit Price	Factor	Total
		Installation	5.00 x	\$560.97 x	1.2332 =	\$3,458.94
		User Note: Install new circuit breakers into panel. (4) 20A & (1) 30A.				
224	26 28 16 16 0005	EA	30 Amperes, 240 Volt Class, 1 Phase, 2 Wire, 2 Blades And Fuseholders, Heavy Duty Fusible, NEMA 1 Enclosure, Neutral Kit, Safety Switch			\$1,192.90
			Quantity	Unit Price	Factor	Total
		Installation	3.00 x	\$322.44 x	1.2332 =	\$1,192.90
		User Note: Install (3) Nema 1 Fused Disconnect Switches.				

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total	
26 - Electrical						
225	26 28 16 16 0058	EA	30 Amperes, 240 Volt Class, 1 Phase, 2 Wire, 2 Blades, Heavy Duty Non-Fusible, NEMA 1 Enclosure, Neutral Kit, Safety Switch			\$765.30
			Quantity	Unit Price	Factor	Total
		Installation	2.00 x	\$310.29 x	1.2332 =	\$765.30
		User Note: Install (3) Nema 1 Non-Fused Disconnect Switches.				
226	26 28 16 16 0155	EA	30 Amperes, 240 Volt Class, 1 Phase, 2 Wire, 2 Blades And Fuseholders, Heavy Duty Fusible, NEMA 3R Enclosure, Neutral Kit, Bolt-On Hubs, Safety Switch			\$1,868.22
			Quantity	Unit Price	Factor	Total
		Installation	3.00 x	\$504.98 x	1.2332 =	\$1,868.22
		User Note: Install (3) Nema 3R Fused Disconnect Switches.				
227	26 51 13 00 0020	EA	2 Lamp Vanity Light, Wall Mounted, Glass Globe, Compact Fluorescent/Incandescent Fixture (Progressive P2707)			\$60.38
			Quantity	Unit Price	Factor	Total
		Installation	0.00 x	\$149.54 x	1.2332 =	\$0.00
		Demolition	2.00 x	\$24.48 x	1.2332 =	\$60.38
		User Note: Demo existing lighting fixtures.				
228	26 51 16 00 0018	EA	3 T8 Lamps, 1' x 4', Surface Mounted, Wraparound Fluorescent Fixture			\$730.99
			Quantity	Unit Price	Factor	Total
		Installation	0.00 x	\$252.29 x	1.2332 =	\$0.00
		Demolition	29.00 x	\$20.44 x	1.2332 =	\$730.99
		User Note: Demo existing lighting fixtures.				
229	26 51 16 00 0131	EA	4' Length, 1 T8 Lamp, Striplight Fluorescent Fixture			\$302.48
			Quantity	Unit Price	Factor	Total
		Installation	0.00 x	\$217.23 x	1.2332 =	\$0.00
		Demolition	12.00 x	\$20.44 x	1.2332 =	\$302.48
		User Note: Demo existing lighting fixtures.				
230	26 51 19 00 0028	EA	2,382 Lumens, 16 Watt, 4' Length, Clear Lens, LED Striplight (Cooper Industries Metalux Series 4SNLED-LD5-22SL-LC-UNV-830-CD1-U)			\$2,971.03
			Quantity	Unit Price	Factor	Total
		Installation	10.00 x	\$240.92 x	1.2332 =	\$2,971.03
		User Note: Install Lighting Fixture F3.				
231	26 51 19 00 0151	EA	2' x 4', 4,000 Lumens, Panel Type, Lay-In/Troffer LED Fixture (PlanLED Galaxy GL240-40)			\$9,158.36
			Quantity	Unit Price	Factor	Total
		Installation	15.00 x	\$495.10 x	1.2332 =	\$9,158.36
		User Note: Install Lighting Fixture F4.				
232	26 51 19 00 0170	EA	4' Length, 4,000 Lumens, Surface Mount, Wraparound LED Fixture (Lithonia LBL4)			\$10,426.10
			Quantity	Unit Price	Factor	Total
		Installation	27.00 x	\$313.13 x	1.2332 =	\$10,426.10
		User Note: Install Lighting Fixture F1.				
233	26 51 19 00 0170	EA	4' Length, 4,000 Lumens, Surface Mount, Wraparound LED Fixture (Lithonia LBL4)			\$1,544.61
			Quantity	Unit Price	Factor	Total
		Installation	4.00 x	\$313.13 x	1.2332 =	\$1,544.61
		User Note: Install Lighting Fixture F1.				
234	26 51 19 00 0348	EA	2-1/2" Diameter x 15-1/2" High, Polished Nickel, LED Wall Sconce (Hudson Valley Lighting SHAW 1200-PN)			\$1,162.32
			Quantity	Unit Price	Factor	Total
		Installation	2.00 x	\$471.26 x	1.2332 =	\$1,162.32
		User Note: Install Lighting Fixture F2.				

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
26 - Electrical					
235	26 52 13 13 0005	EA		18 Max Wattage At 90 Minutes, 6 Volt, Polycarbonate Housing, Krypton Lamps, Commercial Emergency Light (Lithonia ELM618)	\$3,119.05
			Quantity	Unit Price	Factor
		Installation	11.00 x	\$229.93 x	1.2332 =
					Total
					\$3,119.05
		User Note: Install Lighting Fixture X2.			
236	26 52 13 13 0005	EA		18 Max Wattage At 90 Minutes, 6 Volt, Polycarbonate Housing, Krypton Lamps, Commercial Emergency Light (Lithonia ELM618)	\$283.55
			Quantity	Unit Price	Factor
		Installation	1.00 x	\$229.93 x	1.2332 =
					Total
					\$283.55
		User Note: Install Lighting Fixture X2.			
237	26 52 13 16 0004	EA		Single Face, Thermoplastic Housing, LED Exit Sign With Battery Back-Up (Lithonia LQM-S-W-3-R-120/277-EL-N-M6)	\$3,010.93
			Quantity	Unit Price	Factor
		Installation	11.00 x	\$221.96 x	1.2332 =
					Total
					\$3,010.93
		User Note: Install Lighting Fixture X1.			
238	26 52 13 16 0004	EA		Single Face, Thermoplastic Housing, LED Exit Sign With Battery Back-Up (Lithonia LQM-S-W-3-R-120/277-EL-N-M6)	\$547.44
			Quantity	Unit Price	Factor
		Installation	2.00 x	\$221.96 x	1.2332 =
					Total
					\$547.44
		User Note: Install Lighting Fixture X1.			
239	26 56 19 00 0008	EA		20 LEDs, 26 Watt, Wall Mount, Full Cutoff, LED Wall Pack (CREE® BetaLED® Edge® SEC-EDG)Includes 350mA or 525mA driver.	\$2,052.44
			Quantity	Unit Price	Factor
		Installation	2.00 x	\$832.16 x	1.2332 =
					Total
					\$2,052.44
		User Note: Install Lighting Fixture X3.			
240	26 56 19 00 0008	EA		20 LEDs, 26 Watt, Wall Mount, Full Cutoff, LED Wall Pack (CREE® BetaLED® Edge® SEC-EDG)Includes 350mA or 525mA driver.	\$2,052.44
			Quantity	Unit Price	Factor
		Installation	2.00 x	\$832.16 x	1.2332 =
					Total
					\$2,052.44
		User Note: Install Lighting Fixture X3.			
241	26 56 21 00 0098	EA		175 Watt Metal Halide, Non Cutoff, Borosilicate Glass Lens, Small Wall Pack	\$100.51
			Quantity	Unit Price	Factor
		Installation	0.00 x	\$542.95 x	1.2332 =
					Total
					\$0.00
		Demolition	2.00 x	\$40.75 x	1.2332 =
					Total
					\$100.51
		User Note: Demo existing lighting fixtures.			
Subtotal for 26 - Electrical:					\$90,157.15
31 - Earthwork					
242	31 05 16 00 0008	CY		#57 Stone Aggregate Fill (3/8" To 1")	\$1,801.34
			Quantity	Unit Price	Factor
		Installation	27.00 x	\$54.10 x	1.2332 =
					Total
					\$1,801.34
		User Note: Install ABC. @ front entrance and pad at south of the building.			
243	31 23 16 13 0013	LF		>8" To 12" Wide, 12" Deep, Excavation For Trenching By Machine In Soil	\$754.72
			Quantity	Unit Price	Factor
		Installation	300.00 x	\$2.04 x	1.2332 =
					Total
					\$754.72
		User Note: Trenching for footings/turndowns. @ front entrance and pad at south of the building.			

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
31 - Earthwork					
244	31 23 16 13 0020		CY	Excavation For Trenching By Hand In SoilIncludes stockpiling excess materials and trimming sides and bottom of trench.	\$395.06
			Installation	Quantity 5.00 x Unit Price \$64.07 x Factor 1.2332 =	Total \$395.06
			User Note: Excavation of trench at new underground piping.		
245	31 23 16 13 0039		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand	\$109.75
			Installation	Quantity 5.00 x Unit Price \$17.80 x Factor 1.2332 =	Total \$109.75
			User Note: Backfill trenchl at new underground piping.		
246	31 23 16 13 0057		CY	Compaction of Fill or Subbase for Trenches by Hand	\$123.81
			Installation	Quantity 5.00 x Unit Price \$20.08 x Factor 1.2332 =	Total \$123.81
			User Note: Compaction of backfill at new underground piping.		
247	31 23 16 36 0006		CY	Excavation For Building Foundations And Other Structures By Hydraulic Excavator, Backhoe, Loader in Soil	\$397.00
			Installation	Quantity 63.00 x Unit Price \$5.11 x Factor 1.2332 =	Total \$397.00
			User Note: Excavation of existing fill & subgrade. @ front entrance and pad at south of the building.		
248	31 23 16 36 0006	Mod	CY	For >50 To 250, Add	\$158.49
			Installation	Quantity 63.00 x Unit Price \$2.04 x Factor 1.2332 =	Total \$158.49
249	31 23 16 36 0022		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Hand	\$668.26
			Installation	Quantity 27.00 x Unit Price \$20.07 x Factor 1.2332 =	Total \$668.26
			User Note: Compaction of ABC. @ front entrance and pad at south of the building.		
250	31 23 16 36 0025		SY	Finish Grading For Building Foundations And Other Structures by Machine	\$349.61
			Installation	Quantity 225.00 x Unit Price \$1.26 x Factor 1.2332 =	Total \$349.61
			User Note: Finish grading prior to import of abc fill. @ front entrance and pad at south of the building.		
251	31 23 16 36 0028		CY	Load Excess Material For Removal From Excavation For Building Foundations and Other Structures by Machine	\$434.78
			Installation	Quantity 78.00 x Unit Price \$4.52 x Factor 1.2332 =	Total \$434.78
			User Note: Load excavated material to truck to be hauled to nearest approved dumpsite.		
252	31 23 16 36 0028	Mod	CY	For >50 To 250, Add	\$174.10
			Installation	Quantity 78.00 x Unit Price \$1.81 x Factor 1.2332 =	Total \$174.10
253	31 23 16 36 0031		CY	Spread Excess Or Imported Material On Site By Machine	\$69.92
			Installation	Quantity 27.00 x Unit Price \$2.10 x Factor 1.2332 =	Total \$69.92
			User Note: Spreading of ABC fill @ front entrance and pad at south of the building.		
254	31 23 16 36 0031	Mod	CY	For >20 To 50, Add	\$52.61
			Installation	Quantity 27.00 x Unit Price \$1.58 x Factor 1.2332 =	Total \$52.61

Price Proposal Detail - CSI Continues..

Job Order Number: 24-PCH-GilaCounty-0001.00
Job Order Title: Payson Court House Remodel

Rec#	CSI Number	Mod.	UOM	Description	Line Total
31 - Earthwork					
255	31 24 13 00 0022		SY	Compaction Of Fill Or Subbase For Roadways, Parking Areas, Landscaping And Embankments By Machine Per Lift	\$2,134.30
				Quantity Unit Price Factor Total	
			Installation	3,846.00 x \$0.45 x 1.2332 =	\$2,134.30
User Note: Compaction of existing base prior to placing new asphalt, and compact asphalt after placed. [1923x2=3846]					

Subtotal for 31 - Earthwork: **\$7,623.75**

32 - Exterior Improvements					
256	32 12 13 13 0003		SY	Tack Coat, 0.07 Gallon/SY	\$3,841.74
				Quantity Unit Price Factor Total	
			Installation	3,846.00 x \$0.81 x 1.2332 =	\$3,841.74
User Note: Place tack coat at existing base prior to laying binder course, and between binder course & wearing course. [1923x2=3846]					
257	32 12 13 13 0003	Mod	SY	For >3,500 To 5,000, Deduct	-\$94.86
				Quantity Unit Price Factor Total	
			Installation	3,846.00 x \$-0.02 x 1.2332 =	-\$94.86
258	32 12 13 19 0002		SY	Surface Prime Coat, 0.28 Gallon/SY	\$5,169.75
				Quantity Unit Price Factor Total	
			Installation	1,923.00 x \$2.18 x 1.2332 =	\$5,169.75
User Note: place prime coat after laying of wearing course.					
259	32 12 16 13 0005		SY	2" Thick Bituminous Hot Mix Intermediate Binder CourseIncludes placement, rolling, finishing and sweeping.	\$31,563.91
				Quantity Unit Price Factor Total	
			Installation	1,923.00 x \$13.31 x 1.2332 =	\$31,563.91
User Note: Lay down binder course after tack coat.					
260	32 12 16 13 0015		SY	1-1/2" Thick Bituminous Hot Mix Surface Wearing CourseIncludes placement , rolling, finishing and sweeping.	\$23,335.01
				Quantity Unit Price Factor Total	
			Installation	1,923.00 x \$9.84 x 1.2332 =	\$23,335.01
User Note: Lay down wear course on top of binder course & tack coat.					
261	32 17 23 33 0040		LF	Single 4" Wide Solid Line, 60 Mil Thick, Preformed Patterned Thermoplastic Reflective Pavement StripingIncludes yellow or white.	\$3,070.74
				Quantity Unit Price Factor Total	
			Installation	883.00 x \$2.82 x 1.2332 =	\$3,070.74
User Note: Stripe new parking lot stall stripes.					
262	32 17 23 33 0040	Mod	LF	For Up To 5,000 LF, Add	\$609.79
				Quantity Unit Price Factor Total	
			Installation	883.00 x \$0.56 x 1.2332 =	\$609.79

Subtotal for 32 - Exterior Improvements: **\$67,496.08**

Proposal Total **\$1,877,186.16**

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%**



Request for Qualifications

Solicitation No. BPM004397

General Contractor Job Order Contracting Statewide

Arizona Department of Administration
General Services Division
1400 W. Washington St., Ste. B200
Phoenix, AZ 85007

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide **Job Order Contracting System Administrator** services in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	06/16/22			
	Date	Signature		
Revised Offers:	Date	Signature	Date	Signature
	Date	Signature	Date	Signature
	Date	Signature	Date	Signature
	Date	Signature	Date	Signature
Best and Final Offer:	Date	Signature		

Skyline Builders & Restoration, Inc.

Offeror company name

2401 North 24th Avenue

Address

Phoenix, AZ 85009

City | State | ZIP

86-0574065

Federal tax identifier (EIN or SSN)

Signature of person authorized to sign Offer

Michael N Lee, President

Printed name and title

Michael N Lee, President

Contact name and title

Mike@azsbr.com

Contact Email Address

(602) 404-0842

Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. § 41-1461 through 1465;
- 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. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from the Procurement Officer.

State's Contract Number is: CTR061839

Contract Effective Date: 9/1/2022

8/26/2022

Procurement Officer Signature

Award Date

Dustin Deason

Procurement Manager

Procurement Officer Name

Title

	Contract Amendment		Arizona Department of Administration General Services Division 1400 W. Washington St., Suite B200 Phoenix, AZ 85007
	APP No.: CTR061839 Contract ID.: General Contractor Job Order Contracting Statewide		
	Amendment #1 Contract Extension	Date: 8/23/2023	

SKYLINE BUILDERS AND RESTORATION INC

1. The above mentioned contract is hereby amended as follows:
 - a. In accordance with the Uniform Terms and Conditions, Section 5.2 Contract Extensions, the above referenced contract shall be extended from 9/1/2023 to 9/1/2024.
 - b. In accordance with the Uniform Terms and Conditions, Section 3.5 Signing of Contract Amendments, Counter-Signature or "Approval" is not required for contract extensions.

All other terms, conditions and provisions remain unchanged.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in APP by an authorized representative of the Contractor and applied to the contract in APP by the Procurement Officer or delegate.

Available online at
APP.AZ.gov

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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NOTICE OF REQUEST FOR QUALIFICATIONS

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 General Contractor Job Order Contracting** to provide job-order-contracting 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) geographical regions and contracts shall be awarded by region. The Contract Documents include, but are not limited to, the Solicitation, Job Order Operating Manual, Construction Task Catalog® which contains construction tasks with preset unit prices, and Technical Specifications. The Construction Task Catalog® and Technical Specifications are provided by The Gordian Group in accordance with the firm's state-contract to provide a unit price book 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).

DUE DATE AND TIME: Offers will be received until 3:00 p.m., Arizona time, April 29, 2022

PRE-SUBMITTAL MEETING: April 12, 2022, 9:30 a.m. Please sign in at the following link and a calendar invite will be sent to the corresponding email address.

https://docs.google.com/document/d/1pl1y7wdFwmTWMEMtg3hEPVuQ9PFalt_E2XCuS99AP18/edit?usp=sharing

Anticipated Award Date: June 24, 2022

The State makes no guarantee as to actual spend under any resultant contract.

In accordance with A.R.S. § 41-2579, Statements of Qualifications for the General Contractor Job Order Contracting services specified, will be received **online** through the State's e-Procurement system, APP (www.appstate.az.gov) at the date and time posted in APP. Qualifications received by the correct time and

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	Section Title:	Notice of Request for Qualifications

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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date will be opened and the name of each Offeror will be publicly available. Qualifications must be in the actual possession of the State on or prior to the time and date indicated in the Notice.

LATE QUALIFICATIONS 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 should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

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	Section Title:	Notice of Request for Qualifications

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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- I. REGION MAP
- II. ADOA JOC MANUAL
- III. CONSTRUCTION TASK CATALOG (TO BE PROVIDED UPON NEGOTIATIONS)
- IV. TECHNICAL SPECIFICATIONS (TO BE PROVIDED UPON NEGOTIATIONS)

ATTACHMENTS-REQUIRED DOCUMENTS

- ATTACHMENT 1 – OFFER AND ACCEPTANCE FORM
- ATTACHMENT 2 - BOYCOTT OF ISRAEL DISCLOSURE
- ATTACHMENT A:
 - SECTION A & B – BONDING/ORG CHART
 - SECTION C – RESUMES
 - SECTION D – SAMPLE PROJECTS
 - SECTION E —KEY PERSONNEL
 - SECTION F—MANAGEMENT PLANS
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SCOPE OF WORK

- 1.0 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.
 - 1.1 The State is divided into seven (7) different regions and contracts are awarded by region.
 - 1.2 Throughout the regions, the State of Arizona is very diverse in its maintenance and construction needed, including but not limited to work in and about wells, prison facilities, hospital and lab settings, courts, office buildings and residential and commercial buildings.
 - 1.3 Facilities range from small to large and are located in and around a wide range of weather and transportation conditions all over the State.
 - 1.4 Additionally, Cooperative Program members include schools, cities and counties with their diverse range of needs will have ability to utilize these contracts.
- 2.0 The Construction Task Catalog® and 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 Gordian Group Technical Specifications are a minimum standard in the event the Owner does not provide technical specifications for the work.
 - 2.1 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.
- 3.0 The scope of job order services may include individual job orders for building, altering, repairing, improving or demolishing any public structure or building.
- 4.0 The highest-ranking Contractor's on the final list will provide Adjustment Factors for each separate region based on Normal and Other than Normal Working Hours, for Owner and Federally funded projects, and Secure Locations. The Adjustment Factor will be used to calculate the Job Order Price in accordance with the Operating Manual for Vertical Job Order Contracting.
- 5.0 During the course of the Contract, 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.
- 6.0 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

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	Section Title:	Scope of Work

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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Order will be issued for each project. Changes, deletions, or additions to the Detailed Scope of Work will be contained in Supplemental Job Orders.

- 7.0 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.
- 8.0 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.
- 9.0 Maintenance agreements are excluded from this contract.
- 10.0 This contract is for services and shall not be used for equipment-only purchases.
- 11.0 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.
- 12.0 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.
- 13.0 Firm must have an active Arizona State Contractors License sufficient in nature to undertake the size, scope and complexity of the proposed project at the time of submittal of the SOQ. If bidder is a joint venture, a joint venture agreement must have been executed at time of bid submission, and each party to the joint venture is required to have a valid Arizona State Contractors License.

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	Section Title:	Scope of Work

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397 Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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INSTRUCTIONS TO OFFERORS

1.0 ESTIMATED PROCUREMENT SCHEDULE

Issue Solicitation	April 4, 2022
Pre-Submittal Conference	April 12, 2022
Statements of Qualifications Due	April 29, 2022
Short List Interviews	May 16 - May 27, 2022
Negotiations	May 31 - June 10, 2022
Award	June 24, 2022

2.0 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.

1.3 E-Procurement

“eProcurement (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 eProcurement also include Request for Qualifications, Request for Proposals, and Request for Quotations.

1.4 Offer

“Offer” means a response to a Solicitation.

1.5 Offeror

“Offeror” means a person who responds to a Solicitation.

1.6 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.

1.7 Solicitation Amendment

“Solicitation Amendment” means a change to the Solicitation issued by the Procurement Officer.

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	Section Title:	Instructions to Offerors

	<h2 style="text-align: center;">Request for Qualifications</h2> <p style="text-align: center;">Solicitation No. BPM004397</p> <p style="text-align: center;">Description: General Contractor Job Order Contracting Statewide</p>	<p style="text-align: center;">Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
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2.0 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 via the Discussion Forum. 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.

Technical inquiries about submitting your offer in PAPP should be submitted to the APP Help Desk by phone at (602) 542-7600, option 1, or by email at app@azdoa.gov.

2.4 Timeliness

Any inquiry or exception to the Solicitation shall be submitted as soon as possible for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

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-Submittal Conference*

A non-mandatory pre-submittal conference has been scheduled under this Solicitation as described in the Notice of Request for Qualifications above. 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.

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***To attend the pre-submittal conference please RSVP to dustin.deason@azdoa.gov before Monday April 11, 2022**

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 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 RFQu Documents

3.3-A Exceptions to the Terms and Conditions.

All exceptions included with the Offer shall be submitted in writing where 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 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 Cost of Offer Preparation

The State will not reimburse any Offeror the cost of responding to a Solicitation.

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3.5 Federal Excise Tax

The State is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

3.10 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).

3.11 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 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.

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4.0 SUBMISSION OF OFFER

4.1 APP

Offers in response to this solicitation shall be submitted within the State's eProcurement system, APP (<https://appstate.az.gov>). Please be advised that utilizing APP requires a certain level of technical competency that should be considered when selecting staff to work in the system. The successful submission of your offer in APP 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 APP. Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside APP, or those that are received after the date/time stated in the 'Bid Opening Date' field, shall be rejected.

While price shall not be considered, to satisfy APP functionality, Submitters shall include a price of \$1.00 in Line Item 1.

4.2 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.

4.3 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.

4.4 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.

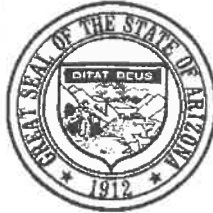
4.5 Offer Amendment or Withdrawal

An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.6 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

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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.

4.7 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.

4.8 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
- (1) 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.

4.9 Content of Statement of Qualifications

4.9-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.

ATTACHMENT 1 – OFFER AND ACCEPTANCE FORM

ATTACHMENT 2 - BOYCOTT OF ISRAEL DISCLOSURE

ATTACHMENT A:

SECTION A & B – BONDING/ORG CHART

SECTION C – RESUMES

SECTION D – SAMPLE PROJECTS

SECTION E – KEY PERSONNEL

SECTION F – MANAGEMENT PLANS

SECTION G – SUBCONTRACTOR SELECTION

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4.9-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 APP. Excessive marketing attachments that are not requested in the documents listed below are discouraged.

4.9-C *Submission of Pricing*

Offeror shall not submit fees or hourly rate schedules with their statement of qualifications.

5.0 EVALUATION

5.1 **Opening**

Supplemental to Uniform Instructions to Offerors paragraph 4.7, 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 **Evaluation**

5.2-A Selection Criteria and Content for Statements of Qualifications. The Selection Committee will evaluate the SOQs submitted in response to this RFQu. Submitters' competence and qualifications will be evaluated as demonstrated in accordance with the selection criteria as listed below. In selecting material for inclusion in the Submitter's Statement of Qualifications, Submitters should be mindful of the following:

- 5.2-A-(01) The Proposal should display clearly and accurately the capacity, knowledge, experience and ability of the Submitter to meet the requirements of this RFQu.
- 5.2-A-(02) Each Submitter shall submit only one (1) SOQ in response to this solicitation. Material submitted should not exceed thirty (30) pages in length, instruction pages not included.
- 5.2-A-(03) In accordance with the Arizona Procurement code A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below.
- 5.2-A-(04) In addition to the evaluation criteria, exceptions to the terms and conditions, as stated in the Instructions to Offerors 3.3,

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may impact an Offeror's susceptibility for award.

- 5.2-A-(05) The selection criteria are listed below in their relative order of importance.

- (05) (a) **Experience and Qualifications.** Attachment A-Sections C-E (Max 400 points)
- (05) (b) **Method of Approach.** Attachment A-Sections F-G (Max 350 points)
- (05) (c) **Capacity and Capability.** Attachment A-Sections A-B (Max 250 points)

5.2-B Interviews

- 5.2-B-(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-B-(02) **If conducted, Interviews will be held from May 16 – May 27, 2022, at the GSD Offices located at 1400 W. Washington Street, Phoenix, AZ 85007.**

5.3 Selection Process

5.3-A Selection Committee

A Selection Committee will evaluate and score each Statement of Qualifications (SOQ).

- 5.3-A-(01) The JOC Selection Committee will be composed of no more than seven (7) members and contain a representation of staff, administrators, and others, as well as a Licensed Architect/Engineer and a senior manager of a licensed Contractor.
- 5.3-A-(02) The Selection Committee will create one (1) List, containing not more than ten (10) Submitters. The List will show those Submitters in order of preference based on the combined results of the evaluation of SOQ's (maximum 1000 points) prior to any recommendation to award is made, only the names of the firms on the List will be available to the public – rankings will not be available at that time.
- 5.3-A-(03) The Procurement Officer will issue a formal (Invitation to Negotiate) to the highest ranked Submitters on the Final List. Upon successful

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negotiation of a contract, agreeable to the State and the Submitter,
a contract may be executed.

5.4 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, the selection of persons or firms to be on the final list, in determining the order of preference of persons or firms on the final list.

5.5 Clarifications

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.

5.6 Negotiations

5.6-A The Procurement Officer may proceed to negotiate an agreement for services, commemorated with an official (Invitation to Negotiate) sent to the highest ranked Submitter on the Final List. If the Procurement Officer is unable to negotiate a satisfactory agreement with a Submitter, for compensation and on other terms the Procurement Officer determines to be fair and reasonable, negotiations with that Submitter will be formally terminated. The Procurement Officer may then undertake negotiations with the next most qualified Submitter on the Final List, in sequence, until an agreement is reached or a determination is made to reject all SOQ's. Once negotiations have been terminated with a Submitter, they may not be re-opened with that Submitter for this procurement.

5.6-B Adjustment Factors

5.6-B-(01) The Construction Task Catalog® and Technical Specifications will be made available to those Offerors selected for negotiations. 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

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Request for Qualifications

Solicitation No.

BPM004397

Description:

General Contractor Job Order Contracting Statewide

Arizona Department of Administration

General Services Division

1400 W. Washington St., Ste. B200

Phoenix, AZ 85007

deadlines for submissions of their Adjustment Factors in APP for each Region for which the Offeror may be awarded.

5.6-B-(02) Adjustment Factors shall include four (4) categories for which an Offeror may be awarded:

(02) (a) One Adjustment Factor for performing Work during Normal Working Hours for Owner funded projects;

(02) (b) One Adjustment Factor for performing Work during Other Than Normal Working Hours or All Working Hours at Secure Locations for Owner funded projects;

(02) (c) One Adjustment Factor for performing Work during Normal Working Hours for Federally funded projects;

(02) (d) One Adjustment Factor for performing work during Other Than Normal Working Hours or All Working Hours at Secure Locations for Federally funded projects.

5.6-B-(03) All Unit Prices listing in the Construction Task Catalog® are priced at the net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices.

5.6-B-(04) Within each category, the Other than Normal Working Hours Adjustment Factor must be equal to or greater than the Normal Working Hours Adjustment Factor.

5.6-B-(05) Secure Locations are defined as 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 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.

5.6-C 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

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sequence until an agreement is reached or a determination is made to reject all persons or firms on the final list.

5.7 Responsibility, Responsiveness, and Susceptibility

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;
- (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,

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(10) Whether the Offeror provides misleading or inaccurate information.

5.8 Financial Stability

The Offeror must be financially stable and able to substantiate the financial stability of its company. The State reserves the right to request additional documentation from the Offeror and to request reports on financial stability from independent financial rating services. If requested, current financial statements or other financial information deemed appropriate, must be provided within five (5) business days of request. The State reserves the right to reject any offer which does not demonstrate financial stability sufficient for the scope of this contract award.

5.9 Late Offers

An Offer submitted after the exact Offer due date and time shall be rejected.

5.10 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.

6.0

AWARD

6.1 Best Advantage to State

The state intends to enter into negotiations with the highest qualified person or firm on the final list.

6.2 Contract Document Consolidation

At its sole option, following any contract award(s) the State may consolidate the resulting contract documents. Examples of such consolidation would 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. Contract document 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 coverage stated in the Special Terms and Conditions of this solicitation.

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6.5 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.

6.6 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 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 Chief Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of the Solicitation shall be received by the agency Chief 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.

End of Instructions to Offerors

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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.

1.0 Definition of Terms

As used in the Contract, the terms listed below are defined as follows:

1.1 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.

1.2 Eligible Agency

The Contract is a “statewide” contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate.


2.0 Contract Interpretation

2.2 Contract Order of Precedence

CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, Contractor shall i) provide the better quality or greater quantity of Work or ii) comply with the more stringent requirements. If the foregoing requirements do not resolve the issue of inconsistency, conflict, or ambiguity, then the following contract documents and their provisions are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions within the same sub-section below, 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) Special Terms and Conditions and any accompanying Exhibits;
- b) Federal Terms and Conditions (If Applicable);
- c) Uniform Terms and Conditions;
- d) Change Orders, Amendments, and any other change to Contract;
- e) Design Requirements;

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- i) Specifications
- ii) Drawings
- f) Any Contract, Proposal, Job Order, Task Order and accompanying Attachments, Exhibits and Schedules;
- g) Accepted Offer;
- h) Solicitation Documents in this order:
 - i) Scope of Work
 - ii) Exhibits to the Scope of Work
 - iii) ADOA JOC Manual; and
 - iv) Any other Contract Documents not referenced by name

3.0 Contract Administration and Operation

3.1 Statewide Cooperative

The Contract is a “statewide” contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a “statewide” contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a “delivery order” sub-type of ID/IQ contract to the extent the Work is Materials, and a “task order” sub-type to the extent the Work is Services.

- 3.1.1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

<https://spo.az.gov/programs/cooperative>

- 3.1.2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).
- 3.1.3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S.

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§ 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

<https://spo.az.gov/suppliers/usage-reporting>

- 3.1.4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle the State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

<https://spo.az.gov/suppliers/usage-reporting>

- 3.1.5. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in The State's e-Procurement System, which will indicate Contractor's unqualified acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in The State's e-Procurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. Unless and until Contractor has approved the Order in The State's e-Procurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its

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verbal acceptance by accepting the Purchase Order electronically in The State's e-Procurement System within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State's e-Procurement System and if it does so the rejection will be void.

- 3.1.6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

4.0 Costs and Payments

4.1 Liquidated Damages

Failure of Contractor to complete the Work within the time specified in the Contract, including any and all properly authorized extensions of time, will result in damages to the Agency with regard to occupancy, operations, and the specific benefits of public services, that are hereby communicated to the Contractor and contemplated by the Contractor as nullifying the inherent benefit of Agency's contractual bargain. Accordingly, as such damage is difficult to specify and formulate, Agency and Contractor agree that Contractor shall pay to Agency per day as liquidated damages for each calendar day the Work remains incomplete beyond the date fixed for Substantial Completion.

Such liquidated damages shall be in addition to and not in preclusion of the recovery of actual damages resulting from other defects in Contractor's performance under the Contract for matters other than delays in Completion.

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Original Contract Amount		Calendar Day or Fixed Date:
From More Than:	To and Including:	
\$ 0	\$ 100,000	\$ 350
100,000	500,000	490
500,000	1,000,000	840
1,000,000	2,000,000	910
2,000,000	5,000,000	1,190
5,000,000	10,000,000	1,540
10,000,000	-----	2,380

5.0 Contract Changes

No modifications to uniform terms and conditions section

6.0 Risk and Liability

6.1. Indemnification:

No modifications to uniform terms and conditions section

6.2. Insurance Requirements

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its 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 from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is 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

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Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability and XCU (explosion/collapse/underground) coverage.

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$2,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

Damage to Rented Premises \$50,000

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, and its departments, agencies, boards, commissions, universities, 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." Such additional insured shall be covered 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.

b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) 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

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, and its departments, agencies, boards, commissions, universities, 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, involving automobiles owned, leased, hired or borrowed by the Contractor." Such additional insured shall be covered 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.

b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) 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. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

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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 (Blanket Endorsements are not acceptable) 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: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Builders Risk

Builders Risk shall be purchased in an amount equal to the initial Contract Amount plus additional coverage equal to contract amount for all subsequent change orders.

a. The State of Arizona, the Department subcontractor and any others with an insurable interest in the work shall be endorsed (Blanket Endorsements are not acceptable) in favor of "State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" as Additional Insureds on the policy.

b. 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.

c. 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.

d. 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.

e. The Builders Risk 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.

f. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees" for losses arising from work performed by the Contractor for the State of Arizona.

g. Contractor is responsible for the payment of all deductibles under the Installation Floater or Builders Risk policy.

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h. The Department shall be named as loss payee as our interest may appear.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed (Blanket Endorsements are not acceptable) to include, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance 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).
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Contractors 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.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (Blanket Endorsements are not acceptable) 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 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 the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds 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.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. 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.

7.0 Warranties

No modifications to uniform terms and conditions section.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

No modifications to uniform terms and conditions section

10.0 Contract Claims

No modifications to uniform terms and conditions section.

11.0 Contractor Responsibilities

No modifications to uniforms terms and conditions section.

12.0 Agency Responsibilities

No modifications to uniform terms and conditions section.

13.0 Data and Information Handling


No modifications to uniform terms and conditions section.

14.0 Information Technology Work

14.1 Systems and Controls

In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and

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controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.2 Section 508 Compliance

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

14.3 Cloud Applications

The following are required for the awarded Contractor of any "cloud" solution that hosts State data outside of the State's network, or transmits and/or receives State data.

1. Submit a completed Arizona Baseline Infrastructure Security Controls assessment spreadsheet as found at: <https://aset.az.gov/resources/policies-standards-and-procedures>, and mitigate or install compensating controls for any issues of concern identified by State. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.

State reserves the right to conduct Penetration tests or hire a third party to conduct penetration tests of the Contractor's application. Contractor will be alerted in advance and arrangements made for an agreeable time. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control.

Contractor must submit copy of system logs from cloud system to State of AZ security team on a regular basis to be added to the State SIEM (Security Information Event Monitor) or IDS (Intrusion Detection System).

Contractor must employ a government-rated cloud compartment to better protect sensitive or regulated State data.

End of Special Terms and Conditions

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UNIFORM TERMS AND CONDITIONS

Add

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Uniform Terms and General Conditions

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Uniform Terms and General Conditions

1) DEFINITION OF TERMS

As used in the Contract, the terms listed below are defined as follows:

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 (a) the Agency's formal acceptance of the Accepted Offer and (b) the formation of the Contract.
1.2. Additional Work	"Additional Work" means the addition of any Work, not described as Basic Work, to be provided to the Agency by the Construction Contractor that is contemplated by, but not specifically described in, an Exhibit to this Contract. Compensation for Additional Work must be approved through a Change Order or Contract Amendment.
1.3. Agency	"Agency" is used with the same meaning as "State" in the definition below.
1.4. Agency Designated Representative	"Agency Designated Representative" means the assigned representative of the Agency to monitor the progress and Schedule of the Work for the Project.
1.5. Allowance	"Allowance" means construction funds established by the Agency to compensate for a portion of the Work which cannot sufficiently be specified or determined before such Costs are incurred. The Construction Contractor shall place any and all Allowances within separate line items in the Construction Contractor's Contract Cost at time of offer submission.
1.6. Application for Progress Payment	"Application for Progress Payment" means Contractor's monthly invoice request for payment that includes any and all portions of the Work in a Contract that have been completed and accepted by the Agency for which an invoice has not been previously submitted in accordance with the requirements of the Contract Documents. Progress Payments for Contractor Work approved and certified by the Contractor and Agency signature, shall be paid less deductions to pay the expenses the Agency reasonably expects to incur in correcting a deficiency set for in an Agency written finding in accordance with A.R.S. §41-2577, and retained percentage in accordance with A.R.S. §41-2576.
1.7. Application for Final Payment	"Application for Final Payment" means Construction Contractor's final invoice for payment. The Application for Final Payment shall meet all the requirements of Applications for Payment, but shall also include any and all remaining open invoices under the Contract. After a Construction Contractor's Application for Final Payment is approved by the Agency, the Agency shall not release any additional payments to that Construction Contractor under the Contract.
1.8. Arizona Procurement Code; A.R.S., A.A.C.	"Arizona Procurement Code" means, collectively, Arizona Revised Statutes ("A.R.S.") Title 41 Chapter 23, Section 2501, <i>et seq.</i> , and the rules promulgated thereunder, Arizona Administrative Code ("A.A.C.") R2-7-101, <i>et seq.</i> NOTE: There are frequent references to the Arizona Procurement Code throughout the Solicitation, therefore, you will need to be familiar with its provisions to be able to understand the Solicitation fully. Links for obtaining copies are given below. The Arizona Department of Administration State Procurement Office provides a reference compilation of the Arizona Procurement Code on its website: https://spo.az.gov/administration-policy/state-procurement-resource/procurement-regulations The Arizona State Legislature provides the official A.R.S. online at: http://www.azleg.gov/arstitle/ The Office of the Arizona Secretary of State provides the official A.A.C. online at: http://www.azsos.gov/rules/arizona-administrative-code
1.9. 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 .
1.10. As-builts	"As-builts" shall mean the marked-up version of the Drawings and Specifications Contract Documents prepared by the Construction Contractor to record As-built conditions, current changes, and selections made during construction.
1.11. Attachment	"Attachment" means any item that the Offeror is required to submit as part of the provision of services required to design or engineer or construct the Project, as detailed in Exhibit A, "Construction Contractor Agreement".
1.12. Basic Work	"Basic Work" means the services to be provided to the Agency by the Construction Contractor described in an Exhibit.



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1.13. Bidding Documents	"Bidding Documents" means those documents prepared and furnished by the Design Professional for the purpose of obtaining bids from Construction Contractors to construct the Work.
1.14. Building Work	"Building Work" means everything covered by the definitions in A.R.S. § 41-2503 [Definitions] of the terms "Construction" (4), "Maintenance Services" (26), and "Operations Services" (28).
1.15. Change Order	"Change Order" means the instrument by which the Agency authorizes Construction Contractor to perform some or all of the Work, including but not limited, Construction Change Orders, Design Change Notices, and Field Order Directives. Consistent with A.R.S. § 41-2503(3), only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract through a signed Change Order or Contract Amendment. The Agency will only compensate Construction Contractor for Work that has been approved by the Agency through a fully authorized Change Order or Contract Amendment.
1.16. Change Order Request	"Change Order Request" means a document that informs Agency of a proposed change in the Work and appropriately describes or otherwise documents such change including Construction Contractor(s)'s response of pricing for the requested change.
1.17. Close Out Documents	"Close Out Documents" means those items required by Exhibit M-Contractor Project Closeout, and as may be further defined, identified, and required by the Contract Documents.
1.18. Conditional Waiver of Lien	<p>"Conditional Waiver of Lien" has the meaning defined in A.R.S. §33-1008 which, for convenience of reference only, is a:</p> <p>Conditional Waiver and release on Progress Payment "where the claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a progress payment and the claimant is not in fact paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release"; and</p> <p>Conditional Waiver and release on Final Payment "where the claimant is required to execute a waiver and release in exchange for or in order to induce payment of a final payment and the claimant is not paid in exchange for the waiver and release or a single payee check or joint payee check is given in exchange for the waiver and release".</p>
1.19. Construction	"Construction" as defined in A.R.S. § 41-2503(4) means the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any real property in which the public has an interest.
1.20. Construction Contract	"Construction Contract" means any contract between the State and a Person that has or will engage in Construction Services for the benefit of the State.
1.21. Construction Contractor	"Construction Contractor" is a Person that has or had a contract with the State to engage in Construction Services for the benefit of the State.
1.22. Construction Documents	"Construction Documents" means any and all documents created by the Design Professionals that describe the Work in detail, including but not limited to, plans, specifications, revisions, addenda, and Change Orders, issued to build the project. Construction Documents created after the Contract is signed may be integrated into the Contract if, and only if, there is a properly executed Contract Amendment or Change Order to verify that integration.
1.23. Contingency	"Contingency" means an amount associated with Costs that were unforeseen by the Construction Contractor when it submitted its offer which may be authorized by the Agency through a Change Order. Construction Contractor may not proceed with Work on Contingencies without prior authorization from the Agency through a Field Order Directive or Change Order. The Agency will not compensate Construction Contractor for unauthorized Contingency Work.
1.24. Contract	<p>"Contract" means, collectively, the entire agreement between Agency and Construction Contractor, including all of the Contract Documents, the Acceptance, the Solicitation Documents, the Construction Contractor Agreement, any and all authorized Change Orders, and any Contract Amendments.</p> <p>The Contract is identified as a "Purchase Order" in ProcureAZ, since that is the terminology used in the software; use of that term in ProcureAZ is not, in any way, an attempt by the Agency to change the contractual term "Order" as defined in (paragraph 44). The terms of</p>



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	this Contract are defined in this document alone. The use of different terminology, or the same terminology with a different meaning, in any State eProcurement system (including, but not limited to, ProcureAZ) does not override any term in this Contract. The Construction Contractor should contact the relevant Procurement Officer if it has any questions regarding the meaning of terms in the State's eProcurement System.
1.25. 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 without changing the general scope. Only the Procurement Officer responsible for this Contract has the authority to modify or amend this Contract. The term "Change Order" in ProcureAZ is synonymous with "Contract Amendment."
1.26. Contract Cost	"Contract Cost" means the amount for which a Construction Contractor agrees to perform the Work as set forth in its Contract with the Agency.
1.27. Contract Terms and Conditions	"Contract Terms and Conditions" means the <u>Special Terms and Conditions</u> and these Uniform Terms and Conditions taken collectively.
1.28. Contractor	For the purpose of this Contract, "Contractor" refers to any Person who has entered into a Contract with the Agency, including, but not limited to, a Design Professional or Construction Contractor.
1.29. Contractor Indemnitor	"Contractor Indemnitor" means Construction Contractor and/or any of its owners, officers, directors, agents, employees, or Subcontractors and, if applicable, their respective spouses.
1.30. Cost	<ol style="list-style-type: none"> 1) "Cost" as defined by A.R.S. § 41-2571(2), means the aggregate Cost of all Materials and services, including labor performed by force account. The Agency shall only pay for expenses explicitly authorized as part of the Work under the Contract. 2) For any changes, subject to Markup, in the Work or additional charges sought by Construction Contractor under the contract, "Cost" shall only mean actual direct labor, material, and service Costs incurred by Construction Contractor at the construction site and which are necessary to complete the Work. Such Costs shall include those from subcontractors, vendors, and material suppliers. 3) Costs, for the purpose of this section, shall exclude Markup for, including but not limited to, Costs incurred for <u>general conditions, bonds, insurance, contingency, overhead or profit.</u>
1.31. Day	"Day" means a calendar day unless otherwise specified in a particular context.
1.32. Design Change Notice	"Design Change Notice" refers to an agreement that records a change to the time for Work completion, price, and/or change in design after the initial completion of the design was reviewed and approved by the Statutory Review. The purpose of the Design Change Notice is to ensure: the changes are re-reviewed and approved by Statutory Review and the Procurement Officer; and the Contract Documents are revised in a manner that is consistent with the Design Requirements under the Contract.
1.33. Design Professional	"Design Professional" means the individual or firm with which the Agency has entered into a written Design Professional Services Contract.
1.34. Design Professional Services	"Design Professional Services" as defined in A.R.S. § 41-2571(4), means architect services, engineer services, land surveying services, geologist services or landscape architect services or any combination of those services performed by or under the supervision of a Design Professional or employees or Subconsultants of the Design Professional.
1.35. Design Requirements	<p>"Design Requirements" means, at a minimum, the purchasing Agency's written description of the Work by the Design Professional including: the required features, functions, characteristics, qualities and properties; the anticipated Schedules, including start, duration and completion; and estimated budgets applicable to the specific procurement for design and Construction and, if applicable, for operation and maintenance, and plans and specifications for the project.</p> <p>"Design requirements" may also include the following, at the purchasing Agency's discretion: Drawings and other documents illustrating the scale and relationship of the features, functions and characteristics of the project, which shall all be prepared by a design professional who is registered pursuant to A.R.S. § 32-121; and/or additional design information or documents.</p>
1.36. Drawings	"Drawing" means the Work product of the Design Professional which graphically depicts the Work.
1.37. Estimated Project Construction Cost	"Estimated Project Construction Cost" shall mean Design Professional's written estimate in the form specified by the Agency of the total Construction Cost of the Project at the various <u>stages of the design process.</u>
1.38. Excusable Delay	"Excusable Delay" means a delay to the Schedule approved through a Change Order that entitles the Construction Contractor to an adjustment of the Contract time for Substantial Completion, but not an adjustment of the Contract Cost.



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1.39. Exhibit	"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Contract Documents.
1.40. Field Order Directive	"Field Order Directive" refers to written directives used in advance of a Construction Change Order, as more specifically prescribed in these Uniform Terms and General Conditions.
1.41. Final Completion	"Final Completion" means the date upon which the Work is complete in accordance with the terms and conditions of the Contract, including punch list items. The date of Final Completion shall be set by the Agency as a certain number of days after Substantial Completion. Any additional or supplemental Work after this date due to Construction Contractor error or omission shall be completed by the Construction Contractor without additional compensation.
1.42. Final Completion Certificate	The "Final Completion Certificate-Exhibit L" is the certificate issued by the Design Professional and/or the Agency Designated Representative that documents, to the best of the Design Professional's and/or the Agency Designated Representative's knowledge and understanding, that Construction Contractor has completed all Work required by the Contract Documents, including, but not limited to: all of the Punch List items and pre-final Punch List items for which it is responsible; final cleanup; and Construction Contractor's provision of Record Documents, operations manuals, maintenance manuals, and any and all other Close Out Documents required by the Contract Documents and list on Exhibit M-Contractor Project Closeout.
1.43. General Conditions of Contractor	"General Conditions of Contractor" means the Construction Contractor's resources, equipment, and items used by the Construction Contractor in the Work of the Project that is used to complete the Project. The General Conditions Fee will be based on actual itemized, documented Cost.
1.44. 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.
1.45. Hazardous Waste Release	"Release" means any discharging, disposing, dumping, emitting, emptying, escaping, injecting, leaching, leaking, pouring, pumping, releasing, spilling, or similar action or event. "Construction Contractor Hazardous Waste Release" means any Release of a Hazardous Substance on Agency's property or adjoining property during the Work arising, in whole or in part, from acts or omissions of Construction Contractor or any Subcontractor.
1.46. Hazardous Substance	"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.
1.47. Hazardous Waste	"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, <i>et seq.</i>) 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 or modifications of or additions to part or all of any existing structure, facility or equipment). "Contractor Hazardous Waste" means any Hazardous Waste arising during or from Work that is generated, in whole or in part, by the acts or omissions of Construction Contractor or a Subcontractor.
1.48. Indemnified Basic Claims	"Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, expert fees, attorneys' fees, and costs of claim processing, investigation and litigation, for any and all damage or equitable claims made against the Agency, including, but not limited to, personal injuries, death, property damages (real, personal, tangible or intangible), and injunctive relief.
1.49. Instructions to Offerors	"Instructions to Offerors" are those instructions in the Solicitation Documents.
1.50. Materials	"Materials" means, as defined in A.R.S. § 41-2503(7) "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, unless the software is sold or provided as a service under the Contract. Software sold or provided as a service under the Contract is both a Material (to the extent it consists of encoded information or computer instructions) and a service, as described in "Services"



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1.51. Negotiation	"Negotiation" means, as defined in A.A.C. R2-7-101(32), an exchange or series of exchanges between the Agency and an offeror or Construction Contractor that allows the Agency or the offeror or Construction Contractor to revise an offer or Contract, unless revision is specifically prohibited by the Arizona Procurement Code.
1.52. Notice to Cure	"Notice to Cure" means a written letter from a Procurement Officer to cure an event of default and/or an anticipatory breach of Contract setting forth a time limit in which the cure is to be completed or commenced and diligently prosecuted.
1.53. Notice to Proceed	"Notice to Proceed" means the written document from the Project Manager, by letter or email, informing Design Professional and/or Construction Contractor of the date designated as the date of commencement of construction and the date of Substantial Completion.
1.54. Offer; Best and Final Offer (BAFO)	"Offer," and "Best and Final Offer" ("BAFO") are each defined in the <u>Instructions to Offerors</u> .
1.55. Payment Bond	"Payment Bond" means a bond issued by a surety authorized to transact business in this State, issued in the amount for the Contract Cost and is payable to Agency, solely for the protection and use of payment bond beneficiaries pursuant to A.R.S. § 41-2574.
1.56. Performance Bond	"Performance Bond" means a bond issued by a surety authorized to transact business in this State, issued in the amount for the Contract Cost and is payable to State, to guarantee the faithful performance of the Work by the Construction Contractor in accordance with the Contract Documents pursuant to A.R.S. § 41-2574.
1.57. Person	"Person" means any corporation, business, individual, firm, partnership, association, union, committee, club, or other organization or group of individuals.
1.58. Preconstruction Services	"Preconstruction Services" means services and other activities during the Design Phase.
1.59. Procurement Officer	"Procurement Officer" means the person, or his or her designee, who has been duly authorized by Agency to enter into and administer the Contract and to make written determinations with respect to the Contract. Procurement Officer is as identified on the Acceptance unless subsequently changed by Contract Amendment.
1.60. eProcurement System (APP)	"eProcurement System" 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, APP – 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 APP itself is: https://appstate.az.gov/
1.61. Product Data	"Product Data" means illustrations, Schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Construction Contractor to illustrate Materials or equipment for some portion of the Work.
1.62. Project	"Project" means any and all activities necessary for realization of the Work. This includes but is not limited to design, Contract award(s), execution of the Work itself, and fulfillment of all Contract and warranty obligations.
1.63. Punch List	"Punch List" means a list of items of Work to be completed or corrected by Construction Contractor after Substantial Completion. Punch Lists indicate items to be finished, remaining Work to be performed, or minor Work that does not meet quality or quantity requirements as required in the Contract Documents.
1.64. Record Documents	The term "Record Documents" shall mean those documents including, but not limited to, the updated version of the Construction Documents prepared by the Construction Contractor incorporating any Attachments, Exhibits, Change Orders, and information from the As-Builts and other data furnished by Construction Contractors to the Agency.
1.65. Request for Information	"Request for Information" (RFI) means a written request by Construction Contractor directed to the Agency or Agency Designated Representative for a clarification of the information provided in the Contract Documents or direction concerning information necessary to perform the Work that may be omitted or unclear from the Contract Documents.
1.66. Reimbursable Expenses	"Reimbursable Expenses" means a limited range of Costs approved by the Agency for which the Construction Contractor can receive compensation under the Contract for amounts expended in the interest of the Project. Unless otherwise detailed in the Scope of Work or limited by other Agency policies, and subject to review and approval by the Agency,



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	<p>the following, and only the following, are the categories of Costs which may be Reimbursable Expenses:</p> <p>Subject to the cost limitation of the State of Arizona Travel Policy, transportation costs accrued in furtherance of Work and under the Contract and Agency authorized out-of-town travel and subsistence;</p> <p>Fees paid to governmental entities that ensure Agency compliance with any applicable laws or codes;</p> <p>Costs paid toward reproduction, plots, standard form documents, postal charges;</p> <p>If requested and approved by the Agency, costs paid for surveys, requests and special requests.</p> <p>Construction Contractor shall not exceed the approved Reimbursable Expense amount stated in the Contract without prior written approval of the Agency through a Contract Amendment.</p>
1.67. Samples	"Samples" mean representative physical examples of Materials, equipment, or workmanship used to confirm compliance with requirements and/or to establish standards for use in execution of the Work.
1.68. Schedule	"Schedule" means the timetable which sets forth pertinent milestones, reviews, critical path of activities and other deadlines for timely completion of the Work for the Project prepared by Construction Contractor and accepted by Agency. The Schedule shall not exceed the time limit current under the Contract Documents unless approved by Agency through a Contract Amendment.
1.69. Schedule of Values	"Schedule of Values" means the detailed breakdown of the original Contract Cost for the Materials, labor, and equipment necessary to accomplish the Design and/or Construction Work.
1.70. Scope of Work	"Scope of Work" means the Requirements Document of the Solicitation Documents. Scope of Work is inclusive of the Project program for design Work and the Construction Documents for performance of the construction Work.
1.71. Secure Locations	"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 Construction Contractor's productivity on a daily basis.
1.72. Services	"Services" as defined in A.R.S. § 41-2503(35), means "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 in Materials.
1.73. Shop Drawings	"Shop Drawings" mean the drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data prepared by Construction Contractor or its Subcontractors which detail a portion of the Work.
1.74. Site	"Site" means the geographical location of the Work for the Project.
1.75. Solicitation; Solicitation Documents	"Solicitation" and "Solicitation Documents" are defined in the <u>Uniform Instructions to Offerors</u> .
1.76. Special Terms and Conditions	"Special Terms and Conditions" are contained in the Special Terms and Conditions section of the Solicitation Documents.
1.77. Specification	"Specification" has the meaning given in A.R.S. § 41-2561, which, for convenience of reference only, is "... any description of the physical or functional characteristics, or of the nature of a Material, service or construction item. Specification may include a description of any requirement for inspecting, testing or preparing a Material, service or construction item for delivery." Specifications (if any are included in the Contract), are indexed in the <u>Scope of Work</u> and could be bound separately from the other documents forming the Contract.
1.78. 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 eligible Agency who has issued the Order.
1.79. 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.
1.80. State Fiscal Year	"State Fiscal Year" means the period beginning each July 1 and ending each June 30.



1.81. Stipulated Sum (Fixed Price/Lump Sum)	"Stipulated Sum (Fixed Price/Lump Sum)" means the complete and total amount the Construction Contractor is obligated to complete the Work barring unforeseen conditions, Agency change to the Scope of Work, or other circumstances set forth in the Contract.
1.82. Subconsultant	"Subconsultant" as defined in A.R.S. § 41-2571, means any person, firm, partnership, corporation, association or other organization, or a combination of any of them, that has a direct Contract with Construction Contractor or another subconsultant to perform a portion of the Work.
1.83. Subcontract	"Subcontract" means any Contract, express or implied, between Construction Contractor and another party or between a Subcontractor and/or Subconsultant and another party delegating, in whole or in part, the making or furnishing of any Materials, the performing of any Services, or the carrying out of any other aspect of the Work.
1.84. Subcontractor	"Subcontractor" as defined in A.R.S. § 41-2503(38), 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. Any Person carrying out an element of the Work who is neither a Construction Contractor nor a representative of the State is a Subcontractor from the moment that Person first carries out that element of the Work, regardless of whether a Contract exists between that Person and the Construction Contractor, then or subsequently.
1.85. Submittal Register	"Submittal Register" means a list provided by Construction Contractor of all items to be furnished for review and approval by Construction Contractor and/or Agency and as identified in the Contract Documents including submittal dates.
1.86. Substantial Completion	Substantial Completion" means the date determined and certified by the Design Professional's and/or Agency Designated Representative's signature, when the Work, or a designated portion thereof, is sufficiently complete, in accordance with the Contract, so as to be operational, fit for the use intended, and so the Agency may occupy the Work.
1.87. Unconditional Waiver of Lien	"Unconditional Waiver of Lien" has the meaning defined in A.R.S. §33-1008. An Unconditional Waiver of Lien on Progress Payment is "where the claimant is required to execute a waiver and release in exchange for or in order to induce the payment of a Progress Payment and the claimant asserts in the waiver that it has been paid the Progress Payment". Unconditional Waiver of Lien on Final Payment is "where the claimant is required to execute a waiver and release in exchange for or in order to induce payment of a Final Payment and the claimant asserts in the waiver that it has been paid the Final Payment".
1.88. Uniform Terms and Conditions	The "Uniform Terms and Conditions" are made up of this document and whichever of the <u>Appendices</u> are indicated in the <u>Special Terms and Conditions</u> as being applicable.
1.89. Unit Price Work	"Unit Price Work" means the Work, or a portion of the Work, paid for based on incremental units of measurement.
1.90. 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 Construction Contractor(s)'s obligations and duties under the Contract in conformance with the Contract and applicable laws. "Work" shall refer to any and all authorized Basic and/or Additional Work.
1.91. Work Progress Schedule	"Work Progress Schedule" means the continually updated time Schedule prepared and monitored by Construction Contractor that accurately indicates all necessary appropriate revisions as required by the conditions of the Work and the Project while maintaining a concise comparison to the Schedule.
2.0 Contract Interpretation	
2.1 Arizona Law	The Contract is governed by, and is to be interpreted in accordance with, the laws of the State of Arizona, including, but not limited to the Arizona Procurement Code, without consideration of conflict of laws principles
2.2 Contract Order of Precedence	<ol style="list-style-type: none"> 1) COMPLEMENTARY DOCUMENTS. All of the documents forming the Contract are complementary and all provisions are to be interpreted as a single, united contract. If certain Work, requirements, obligations, or duties are set out only in one but not in another, Construction 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. 2) CONFLICTS. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, Contractor shall i) provide the better quality or greater quantity of Work or ii) comply with the more stringent requirements. If the foregoing requirements do not resolve the issue of inconsistency, conflict, or ambiguity,



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	<p>then the following contract documents and their provisions are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions within the same sub-section below, 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:</p> <ul style="list-style-type: none">a) Special Terms and Conditions and any accompanying Exhibits;b) Federal Terms and Conditions (If Applicable);c) Uniform Terms and Conditions;d) Change Orders, Amendments, and any other change to Contract;e) Any Contract, Proposal, Job, Order, Task Order and accompanying Attachments, Exhibits and Schedules;f) Design Requirements:<ul style="list-style-type: none">i) Specificationsii) Drawings;g) Accepted Offer;h) Solicitation Documents in this order:<ul style="list-style-type: none">i) Scope of Workii) Exhibits to the Scope of Workiii) Any other Contract Documents not referenced by name
2.3 Implied Terms	Each provision of law and any terms required by law to be in the Contract are a part of the Contract as if fully stated in it.
2.4 References to Statute	The above Definitions of Terms includes statutory language for convenience. If any definition in the Contract references a statute without modification, the current statutory language, not the stated definition in the Contract, will take priority in any interpretation of the Contract.
2.5 Usage	<ul style="list-style-type: none">1) Where the Contract:<ul style="list-style-type: none">a) Assigns obligations to the Construction Contractor, any reference to "Construction Contractor" is to be construed to be a reference to "Construction Contractor" and all Subconsultants and/or Subcontractors whether or not they are first-tier, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Construction Contractor's and the Subconsultants and/or Subcontractors respective agents, representatives, and employees" in every instance unless the context plainly requires that it is a reference only to Construction Contractor as apart from Subconsultants and/or Subcontractors;b) 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 Agency 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 the Agency's discretion extends to whatever is in the best interest of the Agency;c) 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;d) 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 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;



	<ul style="list-style-type: none"> e) 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 f) 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.
2.6 Independent Contractor	Construction 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 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.
2.7 Severability	The provisions of this Contract are severable to the extent allowed under Arizona contract law. Any term or condition deemed or adjudged illegal or invalid is thereby stricken from the Contract and will not affect any other term or condition of the Contract.
2.8 Complete Integration	The Contract, including any documents incorporated into the Contract by reference and any authorized Contract Amendments and Change Orders, is intended by the parties to be 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. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing can independently bind the Agency to changes to the Contract. The Agency may avoid any unauthorized modifications to the Contract.
2.9 No Waiver of Rights	Either party's failure to insist on strict performance of any term or condition of the Contract is not, and is not to be construed as being, nor will it be deemed, a waiver of that term or condition or a bar to, or diminishment of the right of, subsequent enforcement of any term or condition.
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 and continue for the period specified in the <u>Special Terms and General Conditions</u> unless canceled, terminated, or permissibly extended. If the <u>Special Terms and General Conditions</u> do not specify a period, then the Contract will remain in force for that period required for Final Completion of the Work for the Project, including required extensions thereto, unless discontinued by any of the several provisions contained elsewhere in the Contract, but no longer than 5 years total. Agency has no obligation to extend or renew the Contract past the initial term.
3.2. Contract Extensions	Agency may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that, the maximum aggregate term of the Contract including extensions cannot exceed the period specified in the <u>Special Terms and Conditions</u> . If the <u>Special Terms and Conditions</u> do not specify a period, then a reasonable period of time, but no more than an aggregate of 5 (five) years. Nothing herein shall negate Construction Contractor's obligation to continuously perform the Work with adequate manpower and due diligence.
3.3. Notices and Correspondence	<ol style="list-style-type: none"> 1) TO CONSTRUCTION CONTRACTOR. Unless stated otherwise in the <u>Special Terms and General Conditions</u>, Agency shall: <ol style="list-style-type: none"> 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 APP Vendor Profile; and b) Address any required notices to Contractor to the "Contact Name and Title" at the "Mailing Address" indicated in the Construction Documents. 2) TO AGENCY. Unless stated otherwise in the Special Terms and General Conditions, Contractor shall: <ol style="list-style-type: none"> a) Address all Contract correspondence and formal notices to the Agency Procurement Officer indicated in Exhibit A "Agreement." b) CHANGES. Agency may change the designated Procurement Officer, update contact information, or change the applicable mailing address. 3) Notice is deemed served when emailed or mailed.



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3.4. Contractor Performance Evaluation	The Agency may evaluate the Construction Contractor's performance during the progress of the Work, at completion of a phase of Work for the Project, completion of the Work, or any of the foregoing. The Agency shall retain the evaluation(s) in the procurement file. The Agency will use the evaluation(s) in determining the responsibility of the Construction Contractor for any award of a future contract for the next five (5) years. If the Construction Contractor or any of the Construction Contractor's Subconsultants and/or Subcontractors commit a breach of the contract for the project, the Agency will use the responsibility analysis for future projects for five (5) years after the date of breach of the Construction Contractor's Subconsultants and/or Subcontractors (where applicable) for future contract awards with the Agency or Subcontracts on Agency Projects. Construction Contractor may comment or take exception to any rating in accordance with the State's protest policies.
3.5. Signing of Contract Amendments	<ol style="list-style-type: none">1) Construction Contractor's counter-signature – or "approval" in APP, in the case of a Change Order – is not required to give effect if the Contract Amendment only covers either:<ol style="list-style-type: none">a) Extension of the term of the Contract within the maximum aggregate term;b) Revision to Procurement Officer appointment or contact information; orc) Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other Material aspect of the Contract.2) In every case other than those listed in a), b), and c) above, the signatures of all required parties – or "approval" in APP, in the case of a Change Order – is necessary to give it effect.3) If the initial scope of the Project is changed materially by the Agency, the Construction Contractors compensation will be equitably adjusted through negotiation upon execution of a Contract Amendment.
3.6. Click-Through Terms and Conditions	Unless expressly stated otherwise in the <u>Special Terms and Conditions</u> , 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 Construction Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of Agency 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 Agency 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 Agency 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.
3.7. Books and Records	<ol style="list-style-type: none">1) RETAIN RECORDS. By A.R.S. § 41-2548(B), Construction Contractor shall retain and shall contractually require each Subconsultant and/or 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.2) RIGHT TO AUDIT. The retained books and records are subject to audit by Agency during that period. By A.R.S. § 35-214 and 41-2548(B), Construction Contractor shall retain and shall contractually require each Subconsultant and/or 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 Agency during that period.3) AUDITING. Construction Contractor or Subconsultant and/or Subcontractor shall either make all such books and records under subparagraphs 2) and 3) available to Agency at all reasonable times or produce the records at a designated Agency office on Agency's demand, the choice of which being at Agency'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. Any Person who obstructs or impairs an audit being conducted or about to be conducted in relation to any contract or subcontract with the State may be found guilty of a class 5 felony under A.R.S. § 35-215.



3.8. Contractor Licenses and Registration	Construction Contractor shall maintain current all federal, state and local licenses, registrations and permits required for the operation of its business in general, for its operations under the Contract, and, unless expressly stated otherwise in the <u>Special Terms and Conditions</u> , for the Work itself.
3.9. Ownership of Intellectual Property	<ol style="list-style-type: none">1) PRE-EXISTING MATERIAL. All pre-existing software and other Materials developed or otherwise obtained by or for Construction Contractor or its affiliates independently of the Contract are not part of the Work instruments of service to which rights are granted state under subparagraph 3) below, and will remain the exclusive property of Construction Contractor, provided that:<ol style="list-style-type: none">a) any derivative Works of such pre-existing Material or elements thereof that are created pursuant to the Contract are part of the Work instruments set forth below;b) any elements of derivative Work of such pre-existing Material that was not created pursuant to the Contract are not part of that Work instrument; andc) except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Construction Contractor's or its affiliates' ownership of such pre-existing Materials.2) JOINT DEVELOPMENTS. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.3) DEVELOPMENTS OUTSIDE OF CONTRACT. Unless expressly stated otherwise in the <u>Special Terms and Conditions</u>, the Contract does not preclude Construction Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to Agency hereunder.4) OWNERSHIP AND USE OF DOCUMENTS. The Construction Contractor agrees all Project information, including but not limited to, notes, plans, Drawings, Specifications photos, studies, computer programs, Schedules, technical reports, prototypes and AutoCAD design backgrounds, or other Work instruments produced by the Construction Contractor under this Contract necessary to complete the Work, are the property of the Agency. The Construction Contractor agrees to continue to supply the Project AutoCAD design backgrounds to the Agency for other projects outside the scope of this Contract, as requested by the Agency. The Construction Contractor shall also provide the Agency high quality copies on Agency-approved media of updated drawings and reproducible copies of specifications as specified. The cost of such copies will be reimbursed by the Agency to the Construction Contractor as a Reimbursable Expense. The Construction Contractor may not provide copies of or otherwise use the Work instruments in any5) The Construction Contractor agrees that items such as plans, Drawings, Specifications photos, studies, computer programs, Schedules, technical reports, or other Work products which is/are specified to be delivered under this Contract, and which is/are to be paid for by the Agency, is/are subject to the rights of the Agency in effect on the date of this Contract. These rights include the right to use, duplicate and disclose such items in whole or in part, in any manner and for whatever purpose, and to have others do so. The Construction Contractor shall not copyright or otherwise claim Ownership of the Work instruments of service for the Project. The Construction Contractor shall include in its Subconsultants and/or Subcontractors Contracts appropriate provisions to achieve the purpose of this section.6) Construction Contractor shall give Agency full ownership of, including any and all necessary permissions to use, every aspect of the Work, unless explicitly excluded by law or contract, including the ability to create new structures based on the design Specifications and Drawings.7) In the event of any dispute with the Construction Contractor regarding any breach or default of this Contract, the Agency shall have the right to possess and use any and all plans, Specifications, Drawings, documentation, reproductions, Design Requirements, and any other Materials necessary to complete the project.8) Notwithstanding anything to the contrary, Agency, at all times, shall have unlimited rights to copy and use in connection with the Project any and all Design Requirements and/or Materials prepared by Construction Contractor for the Project at no additional Cost to Agency, regardless of degree of completion. Construction Contractor also



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	<p>grants to Agency a royalty free license to all such any and all Design Requirements and/or Materials to which Construction Contractor may assert any rights under patent or copyright laws.</p> <p>a) Construction Contractor hereby assigns outright and exclusively to Agency all copyrights to any and all Design Requirements and/or Materials created for, or used in, the Project.</p> <p>b) Construction Contractor, as part of its agreements with any Subcontractors and/or Subconsultants, will secure such license and use rights from each such entity to all copyrights to any and all Design Requirements and/or Materials created for, or used in, the Project, and shall defend, indemnify and hold Agency harmless from any claims by such entities for copyright or patent infringement.</p>
3.10. Inspection and Testing	<p>By A.R.S. § 41-2547, State may at reasonable times inspect the part of Construction Contractor's or Subcontractor's or Subconsultant's plant or places of business related to performance under the Contract. Accordingly, Construction Contractor agrees to permit (for itself) and ensure (for Subcontractors or Subconsultants) access for inspection at any reasonable time to its facilities, processes, and services. State may inspect or test, at its own cost, any finished goods, Work-in-progress, components, or unfinished Materials that are supplied under the Contract or that will be incorporated into something to be supplied under the Contract. If the inspection or testing shows non-conformance or defects, then Construction Contractor will owe State reimbursement or payment of all Costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, Work, components, or unfinished Materials will of itself constitute acceptance by State of those things. State inspection of, or failure to detect an issue, error, or omission at, the place of business or plant of a Construction Contractor, Subcontractor, or Subconsultant does not, in any way, excuse that Construction Contractor, Subcontractor, or Subconsultant from any obligation under this Contract.</p>
3.11. Subcontracts and Subconsultants	<p>1) INITIAL LIST. Prior to Contract execution, Construction Contractor's candidate Subcontractors and/or Subconsultants were identified in their Offer if required.</p> <p>2) ADDITIONAL NAMES. Construction Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor or Subconsultant that (a) was not listed at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Construction 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.</p> <p>3) FLOW-DOWN. Construction Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontractor and/or Subconsultant agreement by inclusion or by reference. Subconsultants and/or Subcontractors shall incorporate the provisions, terms, and conditions of the Contract into their Subcontracts. When making any post-execution consent requests, Construction Contractor shall include its warrant that it will do the same for the pending Subcontractor and/or Subconsultant covered by the request. Entering into Subcontract and/or Subconsultant agreement will not relieve Construction Contractor of any of its obligations or duties under the Contract, including, among other things, the duty to supervise and coordinate the Work of Subconsultants and/or Subcontractors. Nothing contained in any Subcontract and/or Subconsultant agreement will create or is to be construed as creating any contractual relationship between Agency and the Subconsultants and/or Subcontractors.</p>
3.12. Non-Discrimination	<p>Construction Contractor shall comply with [Arizona] State Executive Order No. 2009-09 and all other applicable federal and state laws, rules, and regulations regarding <u>non-discrimination and equal opportunity, including the Americans with Disabilities Act.</u></p>
3.13. E-Verify Requirements	<p>As required by A.R.S. § 41-4401, Construction Contractor and each Subconsultants and/or Subcontractors warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Construction Contractor and each Subconsultants and/or Subcontractors acknowledge that under A.R.S. § 41-4401, Agency retains the legal right to inspect the papers of any Construction</p>



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	Contractor or Subconsultants and/or Subcontractors employee who Works under the Contract to ensure that Construction Contractor or Subconsultants and/or Subcontractors employee is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a Material breach of the Contract that is subject to penalties up to and including termination of the Contract.
3.14. Offshore Performance of Certain Work Prohibited	Construction Contractor shall only perform those portions of the Work that directly serve the Agency or its clients and involve access to secure or sensitive data or personal client data within the defined territories of the United States. Unless specifically stated otherwise in the <u>Specifications</u> or the <u>Scope of Work</u> , this paragraph does not apply to indirect or overhead services, redundant back-up services, or services that are incidental to performance under the Contract. This provision applies to Work performed by Subconsultants and/or Subcontractors at all tiers.
3.15. Other Contractors	<ol style="list-style-type: none">1) Agency may undertake with its own forces or award other contracts to the same or Other Contractors for additional or related Work.2) In such cases, Contractor shall cooperate fully with Agency's employees and such Other Contractors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its Work to the related Work by others.3) Where the Contract requires handing-off Contractor's Work to others, Contractor shall cooperate as Agency instructs regarding the necessary transfer of its Work product, services, or records to Agency or the Other Contractors.4) Contractor shall not commit or permit any act that interferes with the Agency's or Other Contractor's performance of their Work, provided that, Agency shall enforce the foregoing section equitably among all its Contractors so as not impose an unreasonable burden on any one of them.5) Agency shall be reimbursed by Contractor for Costs incurred by Agency which are payable to an Agency separate Contractor because of delays, improperly timed activities, or defective design or construction by Contractor. Agency will equitably adjust the Contract by Change Order for Costs incurred by Contractor because of delays, improperly timed activities, damage to the Work or defective design or construction by an Agency separate Contractor.6) Should the Work be interrupted or hindered by the Agency or Contractor, the Contractor shall be entitled to an extension of time pursuant to the paragraph "Change Orders" in an amount equal to such interruption or hindrance but such interruption or hindrance shall not constitute a claim for damages nor for loss of anticipated profits by the Contractor.
3.16. Work on State Premises	<ol style="list-style-type: none">1) COMPLIANCE WITH RULES. Construction Contractor is responsible for ensuring that its personnel comply with Agency'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. Construction Contractor shall comply with State security requirements in order to deliver, install, or perform at that particular location without entitlement to any additional compensation or additional time for performance even if those particular requirements are not expressly stated in the Contract.2) PROTECTION OF GROUNDS AND FACILITIES. Construction Contractor shall deliver and perform the Services without damaging any State grounds or facilities. Construction Contractor shall promptly repair or replace any damage caused by Construction Contractor, or any of its Subcontractors or Subconsultants, at its own expense, subject to whatever instructions and restrictions Agency needs to make to prevent inconvenience or disruption of operations. If Construction Contractor fails to make the necessary repairs or replacements in a timely manner, Agency will be entitled to exercise its remedies available under the Contract.
3.17. Background Checks	<ol style="list-style-type: none">1) Each of Construction Contractor's personnel who is performing Work with information technology, correctional facilities, proprietary and sensitive data or confidential or access-restricted or in an Agency defined secured area, or as otherwise requested by Agency, must undergo the security clearance and background check procedure, which includes fingerprinting.2) Construction Contractor shall obtain and pay for the security clearance and background check and shall incorporate Cost in the Construction Contractor's offer submitted to perform the Work.



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	Construction Contractor personnel who will have administrator privileges on a State network must additionally provide identity and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.
3.18. Advertising, Publishing and Promotion of Contract	Contractor shall not advertise, promote, or otherwise use information concerning the Contract for commercial benefit without the prior written approval of Procurement Officer. The Procurement Officer may withhold approval at his or her discretion.
4.0 Costs and Payments	
4.1. Additional Work	<ol style="list-style-type: none"> 1) Compensation for Additional Work will be in accordance with basis for compensation established in the Contract. 2) Compensation for Additional Services will be determined either on a Standard Hourly Rate with a Not-to-Exceed-Maximum-Amount ("Standard Hourly Rate") fee basis in Contract or as a Stipulated Sum fee basis, as amended to the Contract, through Contract Amendment or Change Order, by the Procurement Officer. 3) Before Additional Work may be performed or additional Costs incurred beyond the specified approved Contract for the Project, both the Agency and Construction Contractor must execute a written Contract Amendment or Change Order. 4) The Agency is not responsible for actions of the Construction Contractor or its Subconsultants and/or Subcontractors for any Costs incurred by the Construction Contractor or its Subconsultants and/or Subcontractors relating to Additional Work prior to the execution of a Contract Amendment or Change Order. 5) Any Additional Work must be performed within the time period established in the Contract Amendment or Change Order for the Project. 6) The Agency shall only approve of requests for Additional Work due to: <ol style="list-style-type: none"> a) need for additional design; b) acts or omissions of the Agency; c) significant changes to the Project; or d) need to provide services due to the default of another Contractor.
4.2. Applicable Taxes	<ol style="list-style-type: none"> 1) CONSTRUCTION CONTRACTOR TO PAY ALL TAXES. Agency is subject to Arizona Transaction Privilege Tax (TPT). Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Construction Contractors' responsibility (as seller) to remit. Construction Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from Agency will not relieve Construction Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the <u>Commercial Document</u>, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Construction Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel. 2) TAX INDEMNITY. Construction Contractor shall hold Agency harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well any related Costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.
4.3. Application for Payment, Construction Contractor	<ol style="list-style-type: none"> 1) The Construction Contractor shall submit to the Agency an itemized Application for Payment completed and accepted in accordance with the Schedule of Values. Such application shall be supported by such data substantiating the Construction Contractor's right to payment as the Agency requires below, and reflecting retainage, if applicable. 2) The Application for Payment (Exhibit H) shall: <ol style="list-style-type: none"> a) be an accurate reflection of the progress of the Work; b) contain line items based on the Schedule of Values; c) bear the notarized signature of Construction Contractor; d) bear the signature of the Design Professional if contracted to perform Construction Phase Services; e) only be paid after approval by the Agency Designated Representative; and



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	<p>f) not include Subcontracted items or any other items for which Construction Contractor does not intend to pay.</p> <p>3) Unless otherwise stated in the Special Terms and Conditions, the Construction Contractor is required to include the following, at a minimum:</p> <ul style="list-style-type: none"> a) Construction Contractor Name and Address; b) Subcontractor's Name, Remit to Address and Contact Information, and c) All backup documentation to Application for Payment, detailed prior to showing subtotals for each item for Construction Contractor and Subcontractor (e.g., labor detail, Materials, and tax listed in separate line items). <p>4) Applications for Payment may include requests for payment on account of changes in the Work which have been properly authorized and executed by the Agency in Change Orders.</p> <p>5) Applications for Payment may not include requests for payment of amounts the Construction Contractor does not intend to pay to a Subcontractor or Material supplier because of a dispute or other reason.</p> <p>6) Applications for payment shall be made on account of Materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work.</p> <ul style="list-style-type: none"> a) If approved in advance by the Agency, payment may similarly be made for Materials and equipment suitably stored off the Site at a location agreed upon in writing in accordance with Arizona General Accounting Office policies. b) Payment for Materials and equipment stored on or off the Site shall be conditioned upon compliance by the Construction Contractor with procedures to establish the Agency's title to such Materials and equipment or otherwise protect the Agency's interest, and shall include applicable insurance, storage and transportation to the Site for such Materials and equipment stored off the Site. <p>7) The Construction Contractor further warrants that upon submittal of any Progress Application for Payment all Work for which Applications for Payment have been previously issued and payments received from the Agency shall, to the best of the Construction Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Construction Contractor, Subcontractors, Material suppliers, or other persons or entities making a claim by reason of having provided labor, Materials, and equipment relating to the Work by also submitting a Conditional Waiver of Lien form with the Application for Payment.</p> <p>8) At the time of submittal for payment of retainage, if requested by the Construction Contractor prior to the Final Application for Payment, and at Final Application for Payment, Construction Contractor shall provide the Agency with all items contained in Contractor Project Closeout-Exhibit M.</p> <p>9) Agency shall not accept improper or incorrect Application for Payment until corrections have been made.</p> <p>10) A Progress Payment shall not be made to Construction Contractor until the Application for Payment has been certified.</p> <p>11) Final Payment shall not be made to Construction Contractor until a Final Completion Certificate has been issued.</p>
4.4. Automated Clearing House	<p>Agency may pay invoices through an Automated Clearing House (ACH). In order to receive payments in this manner, Construction Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: https://gao.az.gov/afis/vendor-information</p>
4.5. Availability of Funds	<p>By A.R.S. § 35-154, every State payment obligation under the Contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the Contract, State may terminate the Contract at the end of the period for which funds are available, or, at State's discretion, allow appropriate amendment to the Contract. No liability will accrue to State if it exercises the foregoing right or discretion, and State will have no obligation or liability for any future payments or for any damages as a result of having exercised it.</p>
4.6. Contracted Labor Rate	<ul style="list-style-type: none"> 1) The contracted labor rates are the fully-burdened and marked-up billing rates for Construction Contractor's labor Exhibit C 2) The rates are deemed to be inclusive of the actual gross wages plus all: <ul style="list-style-type: none"> a) Applicable payroll taxes, non-payroll employer burden, workers' compensation contributions and health and welfare benefit contributions;



	<ul style="list-style-type: none"> b) Retirement or other pension contributions, vacation, sick time or other paid leave allowances and the like; c) Required home office support, corporate or subordinate licenses or registrations, corporate insurance, professional association fees, advertising, time and travel by any of Construction Contractor personnel other than billable personnel and any bonuses or other incentives for all personnel (including billable Personnel); d) Insurance coverages to be provided by Construction Contractor under the Contract; and e) Profit. <p>3) The rates are not subject to overtime or other premium time unless expressly stated otherwise.</p> <p>4) Prior to Construction Contractor finalization of Subconsultants and/or Subcontractors contracts, the Agency shall review and approve Subconsultants and/or Subcontractors hourly rates.</p>
4.7. Contract Payment Retention	<p>To the extent that Contracts for Construction do not include Design Services, preconstruction services, finance services, maintenance services, operations services or any other related Services, retention amounts in Progress Payments will be made or paid in accordance with A.R.S. § 41-2576.</p> <p>Construction Contractor may elect to substitute security in the same amount as the retainer in lieu of retention pursuant to A.A.C. R2-7-509 and R2-7-510. The Agency shall not accept any substitute security unless it is accompanied by a signed and acknowledged waiver of any right or power of the obligor to set off any claim against either the Agency or the Construction Contractor in relationship to the security assigned pursuant to A.R.S. § 41-2576(D).</p> <p>The Agency will retain 10% of the amount of each estimated Progress Payment until final completion and acceptance unless, upon written request from the Construction Contractor, at the half-way point of the Project (as determined by the Work Progress Schedule) if the Agency has determined that the Work is satisfactory, then half of the retainer will be released to the Construction Contractor.</p> <p>If the Agency determines that this condition has been met, then the percentage of subsequent retainers will decrease from 10% to 5%.</p> <p>At any subsequent point in the Project, if the Agency finds that the Construction Contractor's Work is less than satisfactory, then the retainer will revert to 10%.</p> <p>Absent a specific written finding by the Agency with a reason to delay the release of the retained amount, the retainer described in this section will be released within sixty (60) days of the Agency's acceptance of the Work and approval of the Application for Final Payment.</p> <p>If the Agency determines that the Work is not acceptable for any reason, it must make a specific written finding of the reason why the Work is not acceptable; then may retain an amount of payments sufficient to pay or discharge the expenses the Agency reasonably expects to incur to correct the issue with the Work that was set forth in the written finding.</p>
4.8. Final Completion and Payment	<ul style="list-style-type: none"> 1) When Construction Contractor deems Work fully complete, Construction Contractor will notify Agency. 2) A Certificate of Final Completion shall set forth the date of Final Completion and shall be executed by Agency and/or Design Professional. 3) Neither Final Payment nor any final release of retention will be made until Construction Contractor submits the following documents to Agency: <ul style="list-style-type: none"> a) Affidavit that payments, bills for equipment and Materials, and all indebtedness incurred for Construction have been paid or satisfied; b) Certificate evidencing that insurance required by Contract Documents remains in force pursuant to the terms of the Contract and will not expire until 30 days written evidence is given to Agency; and c) Any items required by Exhibit M-Contractor Project Closeout.



4.9. Delay	<ol style="list-style-type: none">1) Pursuant to A.R.S. § 41-2617, if the Construction Contractor incurs damages due to a delay for which the Agency and the Construction Contractor agree is (a) the fault of the Agency, (b) unreasonable under the circumstances, and (c) was not already contemplated by the terms of the agreement, then the Agency and the Construction Contractor may negotiate for the recovery of those damages. In this case, if the Construction Contractor sustains damages, which could not have been avoided by the judicious handling of forces, equipment and materials; or by reasonable revision in the Construction Contractor's schedule of operation, the compensation for such damages will be negotiated. The Construction Contractor shall notify the Agency of the condition in writing by the next work day. Failure to notify the Agency within this time may be just cause to reject any claims for such damages.2) DELAYS THAT RESULT IN A MATERIAL CHANGE TO THE DATE OF SUBSTANTIAL COMPLETION MAY RESULT IN LIQUIDATED DAMAGES. Agency may assess Liquidated Damages (as detailed in the Special Terms and General Conditions) for unexcused and/or unauthorized delays, caused by the Construction Contractor, or any of its Subconsultants or Subcontractors, that result in a material change to the date of Substantial Completion of the Work. Construction Contractor is responsible for any reasonably foreseeable causes of delay.3) TIME EXTENSION. Within one business day after the Construction Contractor should have reasonably known of the occurrence prompting the request for an extension of time, the Construction Contractor must deliver a preliminary written notice to the Agency describing the general nature of the request. Within a reasonable time after the preliminary notice, the Construction Contractor must provide the Agency written supporting documentation stating all known time extensions to which the Construction Contractor is entitled. Construction Contractor may submit written time extension requests to the Agency for approval if the Construction Contractor is delayed through no fault of its own.4) CONCURRENT DELAYS. To the extent the Construction Contractor is entitled to an extension of time due to an Excusable Delay but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of the Construction Contractor and/or any of its subcontractors/subconsultants, and suppliers, the Construction Contractor shall not be entitled to any additional Costs for the period of such concurrency.5) CHANGE ORDER. Any requests for time extensions must be approved by Agency and/or Design Professional through the use of a Change Order.
4.10. Equipment Rental	Construction Contractor rental of construction equipment to perform the Work shall be recorded and billed to the Agency to the nearest one-half hour and shall cease when equipment is no longer necessary for the Work. Billing shall include sales tax, the cost of transportation, loading, unloading, and dismantling and removal thereof in accordance with the rental agreement terms and Agency approved Construction Contractor markup for overhead and profit. Rates for Construction Contractor owned equipment shall be approved by Agency prior to equipment use. Construction Contractor shall not charge Agency for equipment that is inoperable due to breakdown or used for Work not related to the Project.
4.11. Interest	Payments to Construction Contractor are issued pursuant to A.R.S. § 35-342. If payments to Contractor are allowable and 30 days past due, interest shall accrue at the rate detailed in A.R.S. § 44-1201.
4.12. Payment and/or Application for Payment	<ol style="list-style-type: none">1) PAYMENT NOT ACCEPTANCE. Agency payment of any invoice or Application for Payment shall not be construed to be acceptance of the Work.2) PAYMENT DEADLINE. Agency shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated otherwise in the Contract, Agency shall make payment in full for Materials that have been delivered and accepted and Work that has been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true:<ol style="list-style-type: none">a) All of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Work being invoiced have been performed and accepted; andb) Contractor has provided a complete and accurate invoice and/or Application for Payment in the form and manner called for in the Contract and reasonably



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	<p>required by Agency, provided that the Agency will not make or be liable for any payments to Contractor until Contractor has registered properly in ProcureAZ and provided a current IRS Form W-9 to Agency unless excused by law from providing one.</p> <p>3) PAYMENTS ONLY TO CONTRACTOR. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, Agency shall make payment to Contractor under the federal tax identifier provided.</p>
4.13. Project Suspension by Agency	If the Project is suspended or abandoned in whole or in part for more than six (6) months by the Agency, the Construction Contractor will be compensated for only the following: all Work performed prior to receipt of written notice from the Agency of such suspension or abandonment together with Reimbursable Expenses then due. The Agency will not be liable for any additional expenses or any damages, including but not limited to consequential damages. If the Project is resumed after having been suspended for more than six (6) months, the Construction Contractor's compensation may be equitably adjusted through negotiation. If the parties cannot agree on an adjustment, Agency may terminate the Agreement.
4.14. Recovery of Overpayment	If Agency determines that an over-payment has been made to Construction Contractor on any prior invoice, it shall inform Construction Contractor of the amount and date of the over-payment and may deduct the over-paid amount from amounts then or thereafter due to Construction Contractor.
4.15. Reimbursable Expenses	Reimbursable expenses may be billed in accordance with Uniform Terms and Conditions for amounts expended in the interest of the Project. Construction Contractor shall not exceed the approved reimbursement amount without prior written approval of the Agency through a Contract Amendment.
4.16. Scrap or Surplus Material	Pursuant to A.R.S. 41-2602, <i>et seq.</i> , The Construction Contractor may not sell any resulting from production under this Contract without requesting the Procurement Officer's approval, unless stated otherwise in the <u>Special Terms and Conditions</u> .
4.17. Standard Hourly Rate Basis for Work	For Projects compensated on a Standard Hourly Rate basis, the invoice statement for all Applications for Payment must show the name of all employees and Subconsultants and/or Subcontractors charging time to the Project, the amount of time billed, the fully burdened hourly rates, and the activities performed by each person listed. If requested by Agency, payroll time sheets and any other documents reasonably requested by Agency to verify amounts requested, shall be provided.
4.18. Stipulated Sum (Fixed Price/Lump Sum) Basis for Work	For Projects compensated on a Stipulated Sum basis, the invoice statement for Application for Payment must include a brief summary of the progress and completion of tasks in accordance with the Work to substantiate the percentage of completion of Work by phase during the time period covered by the Application for Payment. Any Costs in excess of approved maximum not to exceed Contract amount incurred prior to Agency's written consent will not be paid unless Costs were incurred at the Agency's direction.
4.19. Notification of Payments	Any Construction Contractor, Subconsultants and/or Subcontractors, or Subcontractor may notify the Agency in writing requesting that it be notified by the Agency in writing within five days from payment of each progress payment made to the Construction Contractor. If a request is made to the Agency as described in this paragraph, the request remains in effect for the duration of the requestor's Work related to this Contract pursuant to A.R.S. § 41-2577. Note that this paragraph in no way limits the Construction Contractor's and/or Construction Contractor's ability to withhold any application or certification due to issues related to the Work of a Construction Contractor, Subconsultants and/or Subcontractors, or Subcontractor as described in A.R.S. § 41-2577(D).

5.0 Contract Changes

5.1. Assignments and Delegation	<p>1) NOTICE AND ASSIGNMENT OF TRANSFER OF OWNERSHIP. In additions to Sections 5.2 and 5.3 below, the Agency will require immediate notice and explicit assignment, pursuant to this Section, of any change to the underlying ownership of the Construction Contractor. For the purpose of this Section, a change in ownership is defined by the transfer of any ownership interest or</p>
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	<p>control of fifty percent or more of the Construction Contractor, regardless of the form under which the Construction Contractor conducts its business.</p> <p>2) IN WHOLE. Construction Contractor shall not assign in whole or in part its rights or delegate in whole or in part its duties under the Contract without (a) notifying the Procurement Officer in advance and (b) obtaining the Procurement Officer's prior written consent, which the Procurement Officer may withhold at his or her discretion. If Construction Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or any other change in control, then no such consent will be given in any event without the assignee or delegate giving the Agency satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Construction Contractor possessed when Agency first awarded it the Contract. Such determinations shall be made by the Procurement Officer in its sole discretion.</p>
5.2. Contract Amendments	<p>The Contract is issued for Agency under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope.</p>
5.3. Unauthorized Contract Amendments or Orders are Void	<p>Purported changes to the Contract by a person not expressly authorized by Procurement Officer or made unilaterally by Construction Contractor will be void and without effect; Construction Contractor will not be entitled to any claim made under the Contract based on any such purported changes. The Construction Contractor is on notice that any course of conduct dealings cannot bind the Agency to any changes to the Contract; the Agency may avoid any unauthorized modifications to the Contract, Contract Amendments, or Change Orders.</p>
5.4. Change Orders	<ol style="list-style-type: none">1) The Agency will only compensate for and the Construction Contractor shall only deliver or perform Additional Work that has been approved by the Agency through a fully authorized Change Order.2) CHANGE ORDER TERMS. All Change Orders are subject to the Contract Terms and Conditions except to the extent they are modified by Change Order.3) REASONABLE TIME FOR REVIEW. Both parties to the Contract agree to allow a reasonable period of time for the review and consideration of any requested Change Orders.4) FIELD ORDER DIRECTIVES (See Exhibit I). Field Order Directives should be followed by a Change Order within a reasonable time. The Not-to-Exceed Cost detailed in the Field Order Directive is enforceable against the Construction Contractor if the Agency and Construction Contractor are unable to agree to a price through a Construction Change Order.5) ITEMIZATION OF WORK. The Construction Contractor shall include the proposed Cost itemized breakout including Subcontractor or Subconsultant pricing by Work division labor and Materials, at a minimum to include: General Conditions, Overhead and Profit, Total- Labor Costs, Total Materials Cost, Equipment, Field Office and Job Site Supervision, Bonds, Insurance, and applicable tax. Failure of Construction Contractor to submit itemized Cost information with the Change Order Request will delay processing through no fault of the Agency.6) ADDITIONAL TIME FOR DELAY. Construction Contractor must submit any request for an Excusable Delay within one business day after the Construction Contractor should have reasonably known of the occurrence prompting the request for an extension of time.<ol style="list-style-type: none">a) Any Construction Contractor request for an Excusable Delay must be made through Construction Contractor initiation of a Change Order Request and written notice to the Agency.b) Failing to timely and properly provide written notice of the Delay, which must include a request through a Change Order Request, will waive Construction Contractor's ability to negotiate increased time to complete the Work.c) The Construction Contractor's request shall include an estimate of Cost and of probable effect of delay on the Work Progress Schedule. Adverse weather conditions shall not be a basis for a claim for additional Costs.



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	<ol style="list-style-type: none">7) FUEL SURCHARGES. Under no circumstances will the Agency accept any fuel surcharges on any Change Order request or Construction Contractor Pay Applications8) CONSTRUCTION CONTRACTOR AND SUBCONTRACTOR MARKUP. The combination of overhead and profit shall not exceed the original percentage mutually agreed upon value of labor and Material for Work performed by any Construction Contractor or subcontractor for any Change Order or 5%, whichever is greater.9) CONSTRUCTION CONTRACTOR ADDITIONAL WORK. Any Additional Work caused by Construction Contractor error, inconsistency, ambiguity, or otherwise conduct of Construction Contractor shall not constitute a change, and such Work will be performed at no additional cost to Agency.10) AGREEMENT ON CHANGE ORDER. Agreement on any Change Order shall constitute a final settlement of any and all matters relating to the change in the Work which is the subject of the Change Order including, but not limited to, any and all direct and indirect costs associated with such change and any and all adjustments to the Contract sum and the Schedule.
5.5. Field Order Directive	<ol style="list-style-type: none">1) The Agency may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, the Contract Cost and time for Substantial Completion being adjusted accordingly.2) A Field Order Directive (Exhibit I) shall be used in the absence of total agreement on the terms of a Change Order.3) If the Agency and the Construction Contractor cannot agree as to what amount should be charged for the Field Order Directive, Construction Contractor shall only be entitled to be reimbursed for actual direct labor and material Costs incurred at the construction site attributable to the change plus 5% for overhead and profit. Construction Contractor shall keep detailed records of all such Costs and submit such records to the Agency on a weekly basis. Within ten (10) days of completion of the change and the submission of all Cost data to the Agency, the Agency shall determine the total allowable Costs for the purpose of pricing and paying for the additional work required by the Field Order Directive and advise the Construction Contractor of such determination in writing. This determination shall be final and binding unless Construction Contractor objects in writing within ten (10) days of this determination. The written objection shall contain a detailed statement of those elements and items of the determination with which the Construction Contractor disagrees with an adequate explanation forming the bases of the disagreement. The parties shall then make a good faith effort to resolve the disagreement within fifteen (15) days. If the parties still fail to agree, the dispute shall be submitted to the Procurement Officer. The Procurement Officer shall determine the Costs and notify the Construction Contractor in writing of his or her determination. If the Construction Contractor disagrees with the Procurement Officer's determination, the Construction Contractor shall immediately initiate the contract claims resolution process in the Arizona Procurement Code (A.A.C. R2-7-B901, <i>et seq.</i>)4) When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.5) The amount of credit to be allowed by the Construction Contractor to the Agency for a deletion or change which results in a net decrease in the Contract Cost shall be actual net Cost as determined by the Design Professional and/or Agency.6) Pending final determination of Cost to the Agency, amounts not in dispute may be included in applications for payment.7) For any disagreement between the Construction Contractor and Agency on the adjustment in Contract time or the method for determining it, the adjustment or the method shall be referred to the Agency for determination.8) When the Agency and Construction Contractor agree with the determination made by the Construction Contractor concerning the adjustments in the Contract Cost and Contract time, or otherwise reach agreement upon the



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	adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.
5.6. Minor Changes in the Work	The Design Professional, with the Agency's approval, has the authority to order minor changes in the Work not involving adjustment in the Contract Cost or extension of the Contract time and consistent with the intent of the Contract. Such changes shall be effected by written order and shall be binding on the Agency and Construction Contractor. The Construction Contractor shall carry out such written orders promptly.
5.7. Claims	If Construction Contractor is aware of any act, omission, or condition that would give rise to a breach of Contract or a Change Order and/or claim, Construction Contractor shall notify Agency in writing within 48 hours after becoming aware of such act, omission, or condition. This notice shall provide sufficient detail so that the claim may be properly evaluated by the Agency in a timely manner. Failure to give such notice shall be deemed a waiver of the right of the Construction Contractor to recover.
6.0 Risk and Liability	
6.1. Risk of Loss	If applicable, Construction Contractor shall bear all risk of loss and damages caused by Drawings, Specifications, Design Requirements or other documents prepared by Construction Contractor and used by Construction Contractor in bidding, designing and/or constructing the project to the extent that such documents are ambiguous, incomplete, contain errors or inconsistencies or fail to comply with any applicable codes, regulations and laws.
6.2. Basic Indemnification	<ol style="list-style-type: none">1) CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). If a Construction Contractor provides Work, services, studies, planning, surveys or other preparatory Work in connection with a public building or improvement, the Contractor, and any and all of its Subconsultants and/or Subcontractors under this Contract, shall indemnify and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees, from liabilities, damages, losses and Costs, including reasonable attorney fees and court costs (including, but not limited to, primary loss investigation, judgment costs, expert witness fees, and any and all fees and costs from appellate proceedings), for any and all acts arising from or connected to the performance of this Contract but only to the extent caused by the negligence, recklessness, or intentional wrongful conduct of such Contractor or other persons employed or used by such Contractor or Subconsultants and/or Subcontractors in the performance of the Contract or subcontract, as allowed under A.R.S. Section 41-2586 (C) and A.R.S. Section 34-226. The Construction Contractor additionally agrees to indemnify the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for any vicarious liability for the tortious conduct of the Construction Contractor's actions including the actions of any of the Construction Contractor's personnel or Subcontractors and/or Subconsultants. The amount and type of insurance coverage requirements set forth in the Contract shall not be construed as limiting the scope of the indemnity in this paragraph.2) This indemnity shall not apply if the Contractor or Subconsultant(s) and/or Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.
6.3. Patent and Copyright Indemnification	<ol style="list-style-type: none">1) CONSTRUCTION CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Construction Contractor Indemnitor for performance under the Contract, Construction Contractor shall indemnify, defend and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees 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:



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	<ul style="list-style-type: none">a) Agency shall provide reasonable and timely notification to Construction Contractor of any claim for which Construction Contractor may be liable under this paragraph;b) Construction Contractor, with reasonable consultation from Agency, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise. Construction Contractor shall provide the Agency with notice of settlement negotiations and allow the Agency to participate in negotiations, if Agency so chooses;c) Agency may elect to participate in such action at its own expense; andd) Agency may approve or disapprove any settlement or compromise, provided that, Agency shall not unreasonably withhold or delay such approval or disapproval and Agency shall cooperate in the defense and in any related settlement negotiations.
6.4. Force Majeure	<p>2) If Construction Contractor is a public agency, this paragraph does not apply.</p> <ul style="list-style-type: none">1) DEFINITION. For this paragraph, "force majeure" means an occurrence that is<ul style="list-style-type: none">a) beyond the control of the affected party,b) occurred without the party's fault or negligence, andc) something the party was unable to prevent by exercising reasonable diligence.2) 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 6.5 "Performance in Public Health Emergency," declared public health emergencies.3) 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.4) RELIEF FROM PERFORMANCE. Except for payment of sums due at the time of Force Majeure, 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 provide written notice to 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.5) DELAY CAUSED BY FORCE MAJEURE 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 or any other consequential damages if and to the extent that such failure was or is being caused by an occurrence of force majeure.6) 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.
6.5. Performance in Public Health Emergency	<ul style="list-style-type: none">1) Construction Contractor warrants that it will:



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	<p>a) 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:</p> <ul style="list-style-type: none"> i) identification of response personnel by name; ii) key succession and performance responses in the event of sudden and significant decrease in workforce; and iii) alternative avenues to keep the project consistent with its Schedule or sufficient product on hand or in the supply chain; and iv) Provide a copy of its current plan to Agency within three (3) business days after Agency's written request. If Construction Contractor claims relief under the paragraph "Force Majeure" for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Construction 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. <p>2) For clarification of intent, being obliged to implement the plan is not of itself an occurrence of Force Majeure, and Construction 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.</p>
6.6. Safety Standards	<p>1) Construction Contractor shall provide Materials and Services under this Contract that comply with all current applicable safety standards and regulations, including but not limited to, the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards and any other standard references in the Contract.</p> <p>2) Construction Contractor shall provide necessary protection, take all precautions for and monitor the safety of Construction Contractor personnel, Subcontractors, and Subconsultants and/or Subcontractors during the performance of Work.</p> <p>3) Construction Contractor is obligated to act to prevent threatened damage, injury or loss of persons, the Work, or property at the Site or adjacent thereto in emergencies affecting the safety or protection thereof.</p>
6.7. Third Party Antitrust Violations	Construction Contractor assigns to Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern Materials or services supplied by third parties to Construction Contractor toward fulfillment of the Contract.
7.0 Warranties	
7.1 Liens	Construction Contractor warrants that the Materials and Services when accepted will be and will remain free of liens or other encumbrances.
7.2 Guarantees and Warranties	<p>1) Construction Contractor warrants that it has carefully conducted and performed internal checking of any and all Design Requirements to ensure proper layouts and dimension completeness and clarity, and through due diligence has no knowledge of any inconsistencies, ambiguities, errors, omissions, or conflicts with regard to such Design Requirements.</p> <p>2) Construction Contractor warrants that it has advised Agency in writing of the need for any tests, studies, analysis or subconsultant services for the development of design documents.</p> <p>3) Construction Contractor warrants that construction drawings and specifications submitted for bidding or negotiation with a Construction Contractor are complete, accurate, unambiguous and in compliance with all applicable codes, laws and ordinances.</p> <p>4) Construction Contractor warrants that it is financially solvent and possesses sufficient experience, licenses, personnel, and capital to complete the services for the Agency.</p> <p>5) Construction Contractor warrants that it has visited the Project Site, is thoroughly familiar with the conditions of the Site, and will correlate its observations with the construction drawings and specifications.</p>



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- 6) Construction Contractor warrants that it shall be responsible for any and all defects in the construction drawings and specifications, and other design documents prepared by Construction Contractor and/or Subconsultants and/or Subcontractors, that are caused by the Construction Contractor, Subconsultants and/or Subcontractors, or any other person or firm hired by the Construction Contractor.
- 7) Construction Contractor warrants that the Design Requirements are sufficient for the intended purpose of any and all improvements under the Contract.
- 8) Construction Contractor warrants that the construction drawings and specifications may be built at the Site and that construction and completion of the project will not violate any zoning ordinance or use restrictions imposed by any governing authority.
- 9) Construction Contractor warrants that all personnel or Subconsultants and/or Subcontractors used for construction administration services shall have sufficient knowledge and experience to properly carry out the duties required for the Work.
- 10) Construction Contractor shall provide any written and signed standard warranty, and any written notarized and signed special warranty document(s) required for the 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 such duration allowed by law.
- 11) Construction Contractor warrants that Work performed under this contract shall conform to the contract requirements and be free of any defect in equipment, Material, or design furnished, or workmanship performed by the Construction Contractor or any subcontractor or supplier at any tier. This workmanship warranty shall continue for a period of at least two (2) years or such time as permitted by law, whichever is greater.
- 12) Construction Contractor warrants that it has reviewed the Site and found that it is suitable for the Project.
- 13) The Construction Contractor shall repair or replace such defective Materials, equipment or workmanship to the full satisfaction of the Agency within the stipulated guarantee period without Cost to the Agency. In addition, the Construction Contractor shall remedy at the Construction Contractor's expense any damage to Agency-owned or controlled real or personal property, when that damage is the result of:
 - a) The Construction Contractor's failure to conform to contract requirements;
 - b) Construction Contractor's Work; or
 - c) Any defect or failure of equipment, Material, workmanship, or design furnished by the Construction Contractor or Subcontractor or supplier at any tier.
- 14) This warranty shall not limit the Agency's rights under any other clause of this contract with respect to latent defects, gross mistakes, or fraud.
- 15) The Construction Contractor shall restore any Work damaged in fulfilling the terms and conditions of this clause. The Construction Contractor's warranty with respect to Work repaired or replaced will run for two (2) years from the date of repair or replacement or such greater period as allowed by law.
- 16) The Procurement Officer or the Agency's designated representative shall notify the Construction Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- 17) If the Construction Contractor fails to remedy any failure, defect, or damage with regard to any item or part of the Work caused by the Construction Contractor or its respective subcontractors or suppliers at any tier within a reasonable time after receipt of notice, the Agency shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Construction Contractor's expense.
- 18) **GUARANTEES ACCEPTANCE OF GOODS AND SERVICES.** Goods and services delivered will be subject to a complete inspection by the Agency. Acceptance criteria shall include, but is not limited to, conformity to the



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	<p>specifications, workmanship, quality, and material requirements. The Construction Contractor shall be responsible for the transport of the Material to and from the delivery point of any items not in compliance with the requirements of the Contract. Product returned for corrective action may delay payment. Invoices/Applications for Payment will be processed for payment only after the product is accepted.</p> <p>19) LATENT DEFECTS. Materials and equipment incorporated into the Work may have, or as a result of the construction process, may develop hidden defects known as latent defects. Construction Contractor shall guarantee that such latent defects, when discovered, shall be remedied at no extra Cost to the Agency, regardless of whether the defective Materials have been paid for, inspected, or previously accepted by the Agency.</p> <p>20) SERVICES PERFORMANCE. In the event of the Construction Contractor's failure to perform required Services or meet agreed upon Service levels or other Construction Contractor service standards as required by this Contract, the Construction Contractor shall perform an analysis of the cause of the service level problem and implement remediation steps as appropriate. The Design Professional and the Agency shall have the right to review the analysis and approve the remediation steps prior to or subsequent to their implementation. If Construction Contractor fails to complete any deliverable, then Construction Contractor shall:</p> <ol style="list-style-type: none">Promptly perform a root-cause analysis to identify the cause of such failure;Use commercially reasonable efforts to correct such failure and to begin meeting the requirements as promptly as practicable;Provide the Agency with a report detailing the cause of, and procedure for correcting, such failure; andIf appropriate under the circumstances, take action to avoid such failure in the future.
7.3 Contractor Personnel	<ol style="list-style-type: none">Construction 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. Construction Contractor further warrants that its key personnel will maintain any certifications relevant to their Work, and Construction Contractor shall provide individual evidence of certification to Agency's authorized representatives upon request.The Construction Contractor shall enforce strict discipline and good order among the Construction Contractor's employees and other persons carrying out the Contract Work. The Construction Contractor shall not permit employment of <u>unfit persons or persons not skilled in tasks assigned to them.</u>
7.4 Intellectual Property	<ol style="list-style-type: none">Construction 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 Construction Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.SYSTEMS AND CONTROLS. In consideration for Agency having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Construction Contractor agrees to establish and keep in place systems and controls appropriate to ensure that Agency funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of <u>intellectual property laws or a third party's intellectual property rights</u>
7.5 Compliance with Laws	<ol style="list-style-type: none">If applicable, Construction Contractor warrants that the Materials and Services, and any disposal thereof bearing on performance of the Work, do and will continue to comply with all applicable federal, state, and local laws.Some of the local codes with which the Work performed by the Construction Contractor must be in compliance include, but are not limited to, the Arizonans with Disabilities Act (A.A.C. R10-3-401 through 412) and American National Standards Institute's Specifications for Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped; State of Arizona Fire Code; regulations related to solar energy and life cycle cost analysis (see A.R.S. § 34-452); and Water Conservation for State Facilities (see Executive Order 91-3).



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7.6 100% Construction Documents	<ol style="list-style-type: none">1) Construction Documents shall be consistent with the Project program, construction budget, and Project Schedule.2) Prior to the first Construction Documents phase submittal, Construction Contractor and its Subconsultants and/or Subcontractors shall review Agency's Bidding Documents for Project requirements and recommend any changes needed to make them applicable to the Project.3) Construction Contractor shall update the documents and provide additional drawings, details and specifications in sufficient detail as to be deemed complete and buildable.4) Prior to submitting the 100% Construction Documents, Construction Contractor and its Subconsultants and/or Subcontractors shall have thoroughly checked, coordinated, and revised all documents to bring them to 100% completed level.5) The Construction Contractor shall provide or assist with the preparation of the following:<ol style="list-style-type: none">a) Certification Pageb) Project Descriptionc) Index to the Specificationsd) Specifications and List of Drawings
7.7 Contracted Work, Errors and Omissions	<ol style="list-style-type: none">1) Errors, inconsistencies, ambiguities or omissions discovered by the Construction Contractor shall be reported as a written Request for Information to the Agency immediately prior to the execution of Work.2) If the Construction Contractor performs any Work activity knowing or should have known it involves an error, inconsistency or omission in the Contract without such written notice to the Agency, the Construction Contractor shall assume full responsibility for such performance and shall bear the full Costs for correction.3) REMEDIATION OF ERRORS. Construction Contractor bears full responsibility for errors and omissions in its Work and any and all Work of the Construction Contractor's Subconsultant's and/or Subcontractor's Work. Construction Contractor shall include in its Work, without limit or additional Cost to the Agency, all Work necessitated, in whole or in part, by any and all errors and omissions of, or breach of, the Contract by, the Construction Contractor, its Subconsultants and/or Subcontractors, or any entity working under the Construction Contractor. At a minimum, the Construction Contractor shall, at no Cost to the Agency, promptly remediate any errors, omissions, deficiencies, or contradictions in its Work to the satisfaction of the Agency.4) ACCEPTANCE OR APPROVAL DOES NOT ALLEVIATE CONSTRUCTION CONTRACTOR'S RESPONSIBILITY FOR ERRORS. The approval, review, or acceptance of the Construction Contractor's Work by any Agency or other party does not, in any way, alleviate the Construction Contractor from its responsibility to fully remediate the Work from any errors discovered subsequently or necessary clarification of any ambiguities. The obligations of the Construction Contractor to correct defective or nonconforming Work shall not, in any way, limit the Construction Contractor's other obligations under the Contract.
7.8 Licenses and Permits	Construction Contractor warrants that it will maintain all licenses required under paragraph 3.8 [Contractor Licenses] and all required permits are valid and in force.



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	<p>The Construction Contractor shall secure and pay for any building permit, Arizona Department of Environmental Quality emissions permit, and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids or proposals are received or negotiations concluded, unless otherwise stated in the Contract. Any required building or right of way permit applications shall be completed by Construction Contractor and filed with authorities having jurisdiction within five (5) days of the Notice to Proceed.</p>
7.9 Operational Continuity	<p>Construction Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Construction Contractor's duties hereunder absent a consented delegation under paragraph 5.1 Assignments and Delegation that expressly recognizes the event.</p>
7.10 Pandemic Contractual Performance	<ol style="list-style-type: none"> 1) The Construction Contractor shall have a plan that illustrates how the Construction Contractor shall perform contractual requirements in the event of a pandemic. At a minimum, the plan shall include: <ol style="list-style-type: none"> a) Key succession and performance planning in the event of sudden significant decrease in Construction Contractor's workforce; b) Alternative methods to ensure there are products in the supply chain c) A current organizational chart and contact list. 2) In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, the following shall apply: <ol style="list-style-type: none"> a) The Agency may temporarily void the Contract(s) in whole or specific sections if the Construction Contractor cannot perform contractual requirements; d) The Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and e) The Agency may, at its sole discretion, reinstate the voided contracts or sections of contracts when the pandemic is officially declared over and/or the Construction Contractor can demonstrate the ability to perform. 3) The Agency, at any time, may request to see a copy of the written plan from the Construction Contractor. The Construction Contractor shall produce the written plan within seventy-two (72) hours of the request.
7.11 Lobbying	<ol style="list-style-type: none"> 1) PROHIBITION. Construction Contractor warrants that: <ol style="list-style-type: none"> a) 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 Construction 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, upon award of the Contract, it will disclose all lobbying activities to Agency to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. f) Construction Contractor shall implement and maintain adequate controls to assure compliance with this paragraph. g) Construction Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts. 2) EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for Agency's benefit or on Agency's behalf.
7.12 Survival of Warranties	<p>All representations and warrants made by Construction Contractor under the Contract will survive the expiration or earlier termination of the Contract.</p>
7.13 Waiver of the Statute of Repose	<p>To the fullest extent permitted by law, Construction Contractor waives Arizona's statute of repose as defined in A.R.S. § 12-552 (the "Statute of Repose"). The</p>



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	Construction Contractor's express written warranties stated elsewhere in the Contract, and any and all claims, actions, liabilities, damages, losses, or expenses including attorney fees and court costs, for bodily injury or personal injury (including death), will not be time-barred by the Statute of Repose. Court costs shall include, but are not limited to, costs associated with claim processing, primary loss investigation, judgment, expert witnesses, and any and all fees and costs related to appellate proceedings.
8.0 State's Contractual Remedies	
8.1 Agency's Right to Carry Out the Work	<ol style="list-style-type: none">1) If the Construction Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Agency to commence and continue correction of such default or neglect with diligence and promptness, the Agency may after such ten-day period, without prejudice to other remedies the Agency may have, correct such deficiencies or cause such deficiencies to be corrected. Construction Contractor shall pay any and all costs incurred by the Agency for such corrections to the Work.2) In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Construction Contractor the Cost of correcting such deficiencies, including compensation for the Designer's additional services and expenses made necessary by such default, neglect or failure.3) Such action by the Agency and amounts charged to the Construction Contractor are both subject to prior review and confirmation by the Designer. If payments then or thereafter due the Construction Contractor are not sufficient to cover such amounts, the Construction Contractor shall pay the difference to the Agency.4) An Agency may require that Construction Contractor provide a workplan to address the deficiencies within 48 hours of receiving the above-referenced notice from Agency.
8.2 Consequential Damages	<p>Construction Contractor and Agency waive claims against each other for consequential indirect, and incidental damages arising out of or relating to the Contract. This mutual waiver includes, but is not limited to:</p> <ol style="list-style-type: none">1) Damages incurred by the Agency for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and2) Damages incurred by the Construction Contractor for principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, interest losses, bond capacity losses, business and reputation, and for loss of profit arising directly from the Work, and for indirect expenses, general office overhead, and future profits.3) This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this section shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Construction Contractor documents.4) In the event the liquidated damages clause is deemed unenforceable by any tribunal or court of competent jurisdiction, the Agency's waiver of consequential damages shall be null and void.
8.3 Nonconforming Tender	<ol style="list-style-type: none">1) The Materials provided and Services performed must comply fully with the Contract, and providing Materials or performing Services or any portion thereof that do not comply fully constitutes a breach of Contract, in which event Agency will be entitled to exercise any remedy available to it under the Contract or laws.2) Any Material deviation from the final bid may be deemed a breach of contract unless specifically authorized by the Procurement Officer through a contract Change Order.



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	3) The Agency will not accept a Material reduction and/or modification in the <u>quality and/or quantity of the Work.</u>
8.4 Non-exclusive Remedies	Agency's rights and remedies under the Contract are not exclusive.
8.5 Right to Assurance	<p>1) If Agency in good faith has reason to believe that Construction Contractor does not intend to, or is unable to, perform or continue performing under the Contract, Procurement Officer may demand that Construction Contractor promptly provide written assurance of intent to perform. Failure by Construction Contractor to provide the assurance within the time specified may be the basis for terminating the Contract or for Agency to exercise any other remedy available to it under the Contract or laws.</p> <p>2) The Agency may demand any and all documents in its reasonable discretion to assure itself that the Construction Contractor has the resources and ability to perform the Contract.</p>
8.6 Right of Offset	<p>1) Agency is entitled to offset against any sums due Construction Contractor any expenses or Costs Agency incurs or damages it has assessed against it concerning Construction Contractor's non-conforming performance or failure to carry out the Work, including any expenses, Costs, and damages to which it is entitled by the Contract or laws.</p> <p>2) Further, the Agency is also entitled to the right of offset on this Contract for breach and defaults on other Contracts between the Agency and Construction Contractor.</p>
8.7 Stop Work Order	The Agency may at any time require Construction Contractor to stop all or any part of the Work by written order (a "Stop Work Order"). Upon receipt of a Stop Work Order, Construction Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further Costs during the period of stoppage that might be chargeable to Agency associated with the portions of the Work covered by the order. If Construction Contractor incurs losses, it may make a claim under Article 10 solely for Work performed to date of the Stop Work Order subject to the limitations set forth in this Contract. Further, upon issuance of a Stop Work Order, Construction Contractor shall take all steps necessary to ensure the safety of the Site.
9.0 Contract Termination	
9.1 Agency Failure to Perform	The Construction Contractor is not liable or responsible for Agency delays or suspension of Work caused solely by Agency.
9.2 Gratuities	Agency may, by written notice, terminate the Contract, in whole or in part, if Agency determines that employment or a Gratuity was offered or made by Construction Contractor or a representative of Construction Contractor to any officer or employee of Agency for the purpose of influencing the outcome of the procurement or the administration of the Contract or any favorable treatment concerning the Contract or performance of the Contract. Agency, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by Construction Contractor.
9.3 Notice to Cure	Upon receipt of any Notice to Cure, the Construction Contractor receiving the Notice must prepare a report describing its program and measures to affect the Cure of the event of default and/or anticipatory breach of Contract within the time required by the Notice to Cure. The report must be delivered to the Procurement Officer at least three (3) business days prior to the required Notice to Cure meeting with the Agency.
9.4 Rights to Work Project	Should the Construction Contractor be terminated under this Contract, the Agency may continue the Project and receive copies of the Drawings, Specifications, or other documents within fourteen (14) calendar days of the termination notice. Copies will be in the format designated by the Agency. The Agency reserves the right to have these documents completed, corrected, revised or added to by another Construction Contractor
9.5 Suspension or Debarment	Agency may, by written notice to Construction Contractor, terminate the Contract immediately if Agency discovers that Construction 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. Agency



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	has taken Construction Contractor's submittal of the Offer and Acceptance Form and will take its performance under the Contract as Construction Contractor's attestation that it is not currently suspended or debarred. If Construction Contractor subsequently becomes suspended or debarred, it shall notify Procurement Officer immediately.
9.6 Termination for Conflict of Interest	By A.R.S. § 38-511, Agency may terminate the Contract within three (3) years after the effective date without penalty or further obligation if any Person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Agency is or becomes an employee or agent of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. Any such termination will be effective when Construction Contractor receives Agency's written notice of the termination unless the notice specifies a later date.
9.7 Termination for Convenience	Agency may terminate the Contract for convenience and in its sole discretion, in whole or in part, at any time, and without penalty or recourse on Construction Contractor's part other than as expressly stated in the Contract. Upon receipt of Agency's written termination notice, Construction Contractor shall stop Work as directed in the notice, notify all Subcontractors of the termination and its effective date, place no further orders for Work or Materials, enter into any further Contracts for Materials or Work, terminate all Contracts regarding Work remaining to be done, take all reasonable and necessary actions to protect the Work and the Site, and minimize any further Costs that might be chargeable to Agency. Construction Contractor shall take all necessary actions to protect and preserve the Work. In the event of termination under this paragraph, all Design Requirements, plans, Specifications, Drawings, Construction Documents, data, and reports prepared by Construction Contractor under the Contract will become Agency's property and Construction Contractor shall deliver it all promptly on demand. Construction Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished Materials on hand, Work in progress, Work completed, and Work accepted before the effective date of the termination. Should the Agency terminate the Contract under this paragraph, the Agency will not be liable for Construction Contractor lost profits or any consequential damages.
9.8 Termination for Default	<ol style="list-style-type: none">1) In addition to the rights reserved to it under the Contract, Agency may terminate the Contract in whole or in part due to Construction Contractor's failure to:<ol style="list-style-type: none">a) comply with any term or condition of the Contract;b) comply with any Warranty made by Construction Contractor under the Contract;c) obtain and maintain all required insurance policies, bonds, licenses, and permits;d) make satisfactory progress in carrying out the Work;e) fail to furnish Agency with assurances satisfactory to Agency evidencing Contractor's ability to complete the Work in compliance with all the requirements of the Contract Documents. Procurement Officer shall give written notice of the termination and the reasons for it.2) Upon termination under this paragraph, all documents, data and reports prepared by Construction Contractor under the Contract and all necessary and attributable unfinished Materials on hand, Work in progress, Work completed, and Work accepted will become Agency's property, and Construction Contractor shall deliver all of it immediately on demand. Agency may, following termination of the Contract under this paragraph, procure on terms and in the manner determined to be appropriate Materials or services to replace those that were to have been provided or performed by Construction Contractor, and Construction Contractor will be liable to Agency for any excess Cost Agency incurs in procuring such substitutes.3) In the event the Agency terminates for default, the Agency shall be entitled to recover from the Construction Contractor any and all damages, all reasonable attorney fees and court costs (including, but not limited to, primary loss investigation, judgment costs, expert witness and/or consultant fees and any



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	<p>and all expenses, fees, and costs from appellate proceedings) incurred by the Agency as a result of the default.</p> <p>4) If a termination for default is later determined to have been improper, such termination shall be automatically converted to a termination for convenience, and Construction Contractor's remedies and compensation shall be limited to those for a termination for convenience under the Contract.</p>
9.9 Work Performance Continuation Required	<p>Construction Contractor shall carry on the Work and adhere to the Work Progress Schedule during all disputes, disagreements, or alternative resolution processes with the Agency. Construction Contractor shall not delay or postpone any Work except as Agency and Construction Contractor may agree in writing. Construction Contractor shall continue to perform in accordance with the requirements of the Contract up to the effective date of any Stop Work Notice issued or Termination, as directed by Agency in the notice.</p>
10.0 Contract Claims	
10.1 Claim Resolution	<p>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 the rules adopted thereunder.</p>
10.2 Mandatory Arbitration	<p>In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements for the resolution of claims valued at less than \$100,000 by the State. The parties agree that any and all mandatory arbitration shall be through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be allocated between the parties by the arbitrator. Costs do not include attorney fees.</p>
11.0 Construction Contractor Responsibilities	
11.1 Acceptance of Work	<p>1) Agency has the right to make acceptance of the Work subject to a complete inspection on delivery and installation, if installation is Construction Contractor's responsibility. Agency may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent Materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc.</p> <p>2) Construction Contractor shall remove and replace any rejected Work; and remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. Agency will not owe Construction Contractor any payment for rejected Work, and Agency may, at its discretion, withhold or make partial payment for any rejected Materials that have been returned to Construction Contractor in those instances where Agency has agreed to permit repair instead of demanding replacement.</p>
11.2 Additional Work	<p>1) AUTHORIZATION FOR ADDITIONAL WORK REQUIRED. Construction Contractor shall only provide Additional Work when authorized in a written Order signed by the responsible Procurement Officer. The Agency will not provide compensation for unauthorized Work.</p> <p>2) PROMPT NOTIFICATION. Construction Contractor shall notify the Agency with reasonable promptness when the need for additional services is identified and explain the facts and circumstances giving rise to the need. If the Agency determines that all or parts of those services are not required, the Agency shall give prompt written notice to the Construction Contractor, and the Agency shall have no further obligation to compensate the Construction Contractor for those services.</p> <p>3) PROMPT AND ACCURATE SUBMITTALS. To avoid delay in the Design Schedule, Construction Contractor shall submit any Requests for Information ("RFI's) or any other necessary documentation completely, accurately, and in a timely fashion, in accordance with the Contract.</p>



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11.3 Allowances	<ol style="list-style-type: none">1) The Construction Contractor shall include in the Contract Cost at time of offer submission any and all Allowances stated in the Contract as separate line items. Items covered by Allowances shall be supplied for such amounts and by such persons or entities as the Construction Documents may direct, but the Construction Contractor shall not be required to employ persons or entities against which the Construction Contractor makes reasonable objection. Agency shall approve all use of Allowances through the use of Authority to Use Allowance Form, Exhibit S.2) Allowances shall:<ol style="list-style-type: none">a) Cover the Cost to the Construction Contractor of Materials and equipment delivered to the Site and all required taxes, less applicable trade discounts;b) Construction Contractor's Costs for unloading and handling at the Site, labor, installation Costs, overhead, profit and other expenses contemplated for stated Allowance amounts shall be included in the Contract Cost and not in the Allowances;c) Construction Contractor shall take all reasonable steps to ensure the scope and budget of Allowances are correct. When Costs are more than or less than Allowances, the Contract Cost shall be adjusted accordingly by a Change Order. Construction Contractor shall notify the Agency immediately if the scope selected for the Allowance causes Costs to be more or less than Allowance.d) Amount of Allowance must reflect reasonable Cost of providing the items, whether or not the item is actually provided.
11.4 As-Built Drawings	Construction Contractor will review and update the As-Built Drawings on a weekly basis reflecting the changes in Specifications and working Drawings during the Construction of the Work and such updated As-built Drawing shall be made available at the construction site for review by agency and Design Professional. Construction Contractor will submit the fully revised set of Drawings to the Design Professional upon Final Completion of the Work for the Project. Design Professional will incorporate Construction Contractor's red-line drawings and will submit the fully revised set of As-Built Drawings to the Agency upon Final Completion of the Work for the Project.
11.5 Automatic Temperature Control Design	Where applicable, the Construction Contractor shall specify open protocol automatic Energy Management System (EMS)/HVAC controls systems that communicate with and are interoperable with the Agency system. The Agency's Designated Representative shall arrange an initial meeting to discuss the integration and specification of the EMS/HVAC Control System. The Construction Contractor shall thereafter incorporate these requirements into Project design and Construction Documents.
11.6 Background Check	<ol style="list-style-type: none">1) Each of Construction Contractor personnel who is performing Work with information technology, correctional facilities, proprietary and sensitive data or confidential or access-restricted or in an Agency defined secured area, or as otherwise requested by Agency, must undergo the security clearance and background check procedure, which may include fingerprinting.2) Construction Contractor shall obtain and pay for the security clearance and background check and shall incorporate Cost in the Construction Contractor offer submitted to perform the Work.3) Construction Contractor personnel who will have administrator privileges on a Agency network must additionally provide identify and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security.
11.7 Bonds, Payment and Performance	<ol style="list-style-type: none">1) Construction Contractor shall furnish as required under Title 34, Chapter 2, Article 2 or Chapter 6, as applicable, payment and performance bonds executed solely by a surety company holding a certificate of authority to transact surety business in this state issued by the Department of Insurance under A.R.S. Title 20, Chapter 2, Article 1 and in a format prescribed by A.R.S. §41-2574, binding



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	<p>on the parties to the contract if the value of the construction award for the Contract exceeds the amount established by section A.R.S. §41-2535, or as otherwise requested by Agency. See Exhibit N and O.</p> <p>2) If a surety upon a bond loses its authority to do business in Arizona, is insolvent, or otherwise cannot meet its obligations under the bond, Construction Contractor shall, within thirty (30) days of such event, furnish a replacement bond in accordance with law at no added Cost to Agency.</p>
11.8 Clean Up of Site	<p>1) The Construction Contractor shall at all times keep the premises, Site of Construction, surrounding area, and any storage areas neat and clean, and free from accumulation of waste Materials or rubbish caused by operation of Work under the Contract.</p> <p>2) At completion of the Work the Construction Contractor shall remove from Project waste Materials, rubbish, the Construction Contractor's tools, construction equipment, machinery, surplus Material, and any excess rocks and dirt from the Work, to restore affected areas of Site to a neat and clean condition satisfactory to the Agency Designated Representative.</p> <p>3) If the Construction Contractor fails to clean up, the Agency may do so and the Cost thereof shall be charged to the Construction Contractor.</p> <p>4) Any landscaped seeded or sodded area requiring repair as a result of construction damage shall be leveled, raked, and re-seeded or re-sodded with like Material at Construction Contractor's expense.</p>
11.9 Compliance with Codes	<p>Construction Contractor shall bear full responsibility for ensuring that the Work performed under the Contract complies with all applicable laws, codes and regulations. In the case of conflicts between codes, the more stringent conditions shall apply. The Arizona Department of Administration Statutory Review is the authority having jurisdiction and is the enforcement agency for code requirements.</p>
11.10 Contractor Control of Site	<p>1) Construction Contractor shall have access to the Site after the Agency issues the Notice to Proceed. During any time at which the Construction Contractor has the primary use of, or control over, the location at which the Work is, or will be, performed, the Construction Contractor shall also bear all the responsibilities for that location as if it owned the Site.</p> <p>2) The Construction Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits, and the Contract and shall not unreasonably encumber the Site with Materials or equipment. Construction Contractor storage of any Materials at the Site shall be approved in advance by the Agency.</p> <p>3) The Construction Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the Work Site, which are not to be removed and which do not unreasonably interfere with the Work required under this contract. The Construction Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Contract performance, or by the careless operation of equipment, or by workmen, the Construction Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Agency Designated Representative.</p> <p>4) The Construction Contractor shall protect from damage all existing improvements and utilities at or near the Work Site, and on adjacent property of a third party. The Construction Contractor is responsible for locating any and all utilities including any and all underground power, electrical, plumbing, gas, or water lines and shall bear the risk in the event of any damage to the same as a result of construction activity on the Project.</p> <p>5) The Construction Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the Work. If the Construction Contractor fails or refuses to repair the damage promptly, the Procurement Officer may have the Work performed and charge the Cost to the Construction Contractor. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by</p>



	<p>the Construction Contractor only with the approval of the Agency Designated Representative. The temporary buildings and utilities shall remain the property of the Construction Contractor and shall be removed by the Construction Contractor at its expense upon completion of the Work.</p> <p>6) The Construction Contractor shall use only established roadways, or use temporary roadways constructed by the Construction Contractor when and as authorized by the Procurement Officer. When Materials are transported in prosecuting the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Construction Contractor shall protect them from damage. The Construction Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.</p> <p>7) DUST CONTROL. Construction Contractor shall provide dust control in accordance with rules set forth by the authorities having jurisdiction and maintain suitable equipment on hand or at the Site for dust control on the Project.</p> <p>8) Construction Contractor is to ensure that the construction Site is safe and has taken all appropriate measures to ensure the safety of all workmen and persons who are physically present at the Site.</p> <p>9) Construction Contractor shall be responsible at its sole Cost for all measures necessary to protect any property and improvements adjacent to the project</p> <p>10) Construction Contractor shall promptly notify in writing Agency of all accidents arising out of or in connection with the Work which causes death, personal injury, and/or property damage providing full details and statements and a list of witnesses.</p>
11.11 Cooperation and Coordination	<p>1) Agency and Construction Contractor will cooperate and participate fully in coordinating at all levels and among all the parties involved in this Project, and at their own expense. Cooperation shall mean both formal and informal interaction between and among all the parties involved in the Project, including but not limited to, Agency's Representatives, Construction Contractor's Subconsultants and/or Subcontractors, Construction Contractors, Subcontractors and outside entities as designated by Agency to promote the desired goal of a successful, non-adversarial completion of the Project on time and within budget. The requirement for Cooperation shall not be construed as a change in the terms or conditions of the Contract for the Project.</p> <p>2) The Agency and Construction Contractor shall endeavor to communicate through the Design Professional. Communications by and with the Construction Contractor's Subconsultants and/or Subcontractors shall be through the Construction Contractor. Communications by and with Subcontractors and Material suppliers shall be through the Construction Contractor. Communications by and with separate Construction Contractors shall be through the Design Professional.</p>
11.12 Schedule	<p>1) SCHEDULE. The Schedule for Construction and any and all updates thereto shall include time for any and all necessary review and approvals by Agency or outside entities, as well as sufficient time for other Consultants to complete their portion of the Work. The Schedule shall be in a format and provide sufficient detailed information that is acceptable to the Agency. Construction Contractor shall provide the Agency and Design Professional with an approved baseline Schedule, within a time frame determined by the Agency, to include at a minimum initiation of construction, mobilization, procurement, installation, testing, inspection, delivery of Close-out Documents and Substantial Completion of the Work of the Contract and any other information required in the <u>Special Terms and Conditions</u>.</p> <p>2) ADDITIONAL TIME. Construction Contractor shall bear the primary responsibility for determining whether additional time is required for the review of any orders or amendments to the Contract for Construction; allowing time for Agency review and approval of any such orders or amendments; and is</p>



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	<p>responsible for ensuring that such time is reflected in a modified Schedule in a Change Order.</p> <p>3) CONSTRUCTION CONTRACTOR REVIEW. Construction Contractor shall bear the primary responsibility for ensuring that it was allotted sufficient time in the Schedule for construction for any and all necessary reviews and approvals. The Agency and/or Design Professional shall timely review all requests for information, changes, and submittals in a timely fashion as to not delay the project.</p>
11.13 Construction Cost Control	<p>Throughout the Project, the Construction Contractor shall keep the Project's estimated construction Cost within the Construction Budget. Construction Contractor is responsible to periodically submit to Agency, at review times mutually agreeable to Agency and Construction Contractor, a current Estimated Project Construction Cost to verify that this is accomplished. If necessary, the Construction Contractor shall schedule times with Agency to review the Construction Budget.</p>
11.14 Construction Safety	<p>1) SAFETY. Construction Contractor, Subcontractors, employees and all Site visitors, at all times on the job Site, shall furnish and wear sufficient protective gear, including but not limited to, hardhats, safety shoes and safety goggles. Construction Contractor shall also provide temporary protection measures, drinking water and temporary sanitation facilities for use by construction personnel. Construction Contractor shall provide up-to-date Material safety data sheets (MSDS) as required for Materials at the Site. Construction Contractor shall have a detailed site-specific safety plan to address State and Federal safety laws.</p> <p>2) INJURIES. In the event of an incident or accident involving outside medical care for an individual on or near the Work, Construction Contractor shall notify Agency Designated Representative and other parties as may be directed promptly, but no later than twenty-four (24) hours after Construction Contractor learns that an event required medical care, supply Agency Designated Representative and Construction Contractor with an incident report no later than thirty-six (36) hours after the occurrence of the event. In the event of a catastrophic incident (one (1) fatality or three (3) or more workers hospitalized), barricade and leave intact the scene of the incident until all investigations are complete. A full set of incident investigation documents, including facts, witness names and statements, finding of cause, and remedial plans shall be provided to Agency Designated Representative within one (1) week after occurrence, unless otherwise directed by Agency.</p> <p>3) ENVIRONMENTAL SAFETY Construction Contractor shall immediately stop Work activities impacted by encountering any previously unknown potentially hazardous Material, or other Materials potentially contaminated by hazardous Material, and secure the affected area, and notify Agency Designated Representative immediately. Agency Designated Representative will promptly engage qualified experts to investigate and issue a written report to Construction Contractor identifying the Material(s) found. The Agency shall remediate and render harmless the hazard caused by Agency or if an unknown and could not have been reasonably foreseen by Construction Contractor.</p> <p>4) TRENCHING AND EXCAVATING PLAN. Construction Contractor is required to submit a trenching and excavation plan to Agency Designated Representative prior to commencing operations unless an engineered plan is part of the Contract Documents.</p> <p>5) ASBESTOS CONTAINING MATERIAL. The Construction Contractor shall not knowingly use, specify, request or approve for use any asbestos containing Materials or lead-based paint in the Work. When a specific product is specified, the Construction Contractor shall endeavor to verify that the product does not include asbestos containing Material.</p>
11.15 Construction Meetings	<p>Construction Contractor shall attend regular construction meetings with the Agency at the Project Site with duration and frequency determined by the Agency for the Project.</p>



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11.16 Correction of Defects and Non-Compliant Work

- 1) Construction Contractor shall use due care in inspections and observations to determine non-conformance.
- 2) Design Professional shall keep agency informed of progress and quality of Work and use due care to guard against defects and deficiencies in Construction Contractor's Work. Should the Design Professional and/or the Agency Designated Representative identify Work as noncompliant with the Contract Documents, upon notice Construction Contractor shall immediately correct such Work at no additional Cost to the Agency. The approval of Work by either Design Professional or Agency Designated Representative does not relieve Construction Contractor from the obligation to comply with all requirements of the Contract Documents.
- 3) Construction Contractor shall take any and all steps to meet the requirements of the Project Specifications. If Construction Contractor fails to do so, the Agency will require correction and full compliance. After corrective action is taken, the Agency will retest to determine compliance with the Specifications. Construction Contractor shall be responsible for the Cost of the additional testing and inspections, and such Cost shall be deducted from progress payment to Construction Contractor.
- 4) Construction Contractor shall, at no additional Contract Cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials or Work.
- 5) Construction Contractor shall bear the expense of making good all Work of Agency other contractors destroyed or damaged by removal or replacement of defective Construction Contractor Work. Agency shall equally enforce this clause against any Agency other contractors.
- 6) If Construction Contractor fails to take prompt action to comply with the Contract Documents in a timely manner, as determined by the Agency, Agency will be entitled to exercise its remedies under paragraph 8.6 [Right of Offset] of the Uniform Terms and Conditions, or any other remedies set forth in the Contract.
- 7) Whether Agency will permit Construction Contractor to repair in place or demands that Construction Contractor remove and replace is at Agency's discretion in each instance, provided that, Agency shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on Agency's part.
- 8) **AGENCY ACCEPTANCE OF DEFECTIVE WORK.** At the absolute discretion of the Agency, the Agency may decide to accept defective Work, instead of requiring correction or removal and replacement of defective Work. Construction Contractor shall pay all claims, Costs, losses and damages attributable to Agency's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and compensating the Agency for the diminished value of the project resulting from the defective Work. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Construction Contractor to Agency after a calculation by Agency of the diminution in value of the project resulting from defective Work.
- 9) The Construction Contractor's obligations to perform Warranty Work will survive the acceptance of any Work and any termination of the Contract.
- 10) **CONSTRUCTION CONTRACTOR NON-COMPLIANT WORK.** Should the Design Professional and/or the Agency Designated Representative identify Work as noncompliant with the Contract Documents, Design Professional and/or Agency Designated Representative shall communicate the finding to Construction Contractor, and Construction Contractor shall correct such Work at no additional Cost to the Agency. The approval of Work by either Design Professional or Agency Designated Representative does not relieve Construction Contractor from the obligation to comply with all requirements of the Contract Documents.



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- 11) **AGENCY MAY CORRECT NON-COMPLIANT WORK.** Agency shall issue a written notice to Construction Contractor to correct and remedy any deficiency including but not limited to
 - a) Remove and replace rejected Work, or
 - b) Construction Contractor failure to perform Work in accordance with the Contract Documents; or
 - c) Construction Contractor fails to comply with other provisions of the Contract Documents.
- 12) If, in the opinion of the Agency, significant progress to correct the deficiency by the Construction Contractor has not been made, within seven (7) days, the Agency may exercise any actions necessary to remedy the deficiency including but not limited to:
 - a) Exclude Construction Contractor from all or part of the Site;
 - b) Take possession of all or part of the Work, and
 - c) Suspend Construction Contractor's services related thereto, and
 - d) Incorporate in the Work all Materials and equipment stored for the Project at the Site or for which Agency has paid Construction Contractor but which are stored elsewhere.
 - e) Hire a replacement contractor or take other measures that are reasonably necessary to correct the noncompliant Work. Any and all Costs incurred shall be paid by the Construction Contractor or deducted from any amounts due or that may be due Construction Contractor under this or any other contract with the State of Arizona. Costs, shall include, but not be limited to, repair and replacement Costs, labor and material Costs, removal Costs, design Costs, administrative expenses, and any other Costs and expenses caused by Construction Contractor's non-compliance.
- 13) Construction Contractor shall allow the Agency, its agents and employees, Agency's other Construction Contractors, Construction Contractors and Subconsultants and/or Subcontractors access to the Site to enable Agency to exercise the rights and remedies under this paragraph. All claims, Costs, losses and damages incurred or sustained by the Agency in exercising such rights and remedies will be charged against Construction Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work. Such claims, Costs, losses and damages will include but not be limited to all Costs of repair or replacement of Work of others destroyed or damaged by correction, removal or replacement of Construction Contractor's defective Work. Construction Contractor shall not be allowed an extension of the Contract times (or Milestones), or claims of damage because of any delay in the performance of the Work attributable to the exercise by Agency of Agency's rights and remedies hereunder.
- 14) **CONSTRUCTION CONTRACTOR NON-COMPLIANT WORK.** If the Construction Contractor Materially fails to furnish services in compliance with the approved Project Schedule or any subsequently approved amendments to the Schedule or the Construction Contractor's services, or deliverables are unusable for their intended purpose and these failures are a Material breach of this Contract, then Agency, in its reasonable discretion, and after failure of Construction Contractor to respond to the Notice to Cure, may Contract with another Construction Contractor to complete the services or Work product, and Construction Contractor shall pay the Agency for the difference between the balance under Construction Contractor's Contract with Agency and the amount charged by the replacing Construction Contractor to complete Construction Contractor's Scope of Work.
 - a) Agency will provide Construction Contractor with the itemized Costs as they are being incurred.
 - b) Prior to contracting with another Construction Contractor, the Agency shall provide Consultant with a Notice to Cure, as described in these Uniform Terms and General Conditions.
 - c) Should the Construction Contractor fail to Cure the Material breaches of this Contract, as identified in the Notice to Cure, the Agency may pursue



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	<p>any of the available remedies for breach of Contract available in Section 8 above.</p> <p>d) It is understood that if the Construction Contractor materially breaches this Contract and the Agency Terminates for Default under this Contract, Construction Contractor shall not be entitled to any sums due or that may become due under this Contract.</p>
11.17 Corrective Action Required	<ol style="list-style-type: none">1) Notwithstanding any other guarantees, general warranties, or particular warranties Construction Contractor has given under the Contract, if Construction Contractor fails to perform any Material portion of the Work, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Construction Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.2) Construction Contractor shall provide to Agency a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).3) Agency may demand to review and approve Construction Contractor's analysis and plans, and Construction Contractor shall make any corrections Agency instructs and adopt Agency's recommendations so far as is commercially practicable, provided that, Agency may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.4) Construction Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances
11.18 Cutting and Patching	<ol style="list-style-type: none">1) The Construction Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.2) The Construction Contractor shall not damage or endanger a portion of the Work or fully or partially completed Construction of the Agency or separate Construction Contractors by cutting, patching, or otherwise altering such Construction, or by excavation. The Construction Contractor shall not cut or otherwise alter such Construction by the Agency or a separate Construction Contractor except with written consent of the Agency and of such separate Construction Contractor; such consent shall not be unreasonably withheld. The Construction Contractor shall not unreasonably withhold from the Agency or a separate Construction Contractor the Construction Contractor's consent to cutting or otherwise altering the Work.
11.19 Contractor Agreements, Communication	<p>The Agency will ensure that Construction Contractors receive the necessary communication to perform the required Work, and shall promptly notify Construction Contractors of any and all communications that the Agency determines may materially affect the Construction Contractor's Work.</p>
11.20 Energy Efficiency	<p>Upon request by the Agency, Construction Contractor will analyze the Work or related components for energy efficiency gains including, but not limited to Life Cycle Costing, pursuant to A.R.S. 34-452.</p>
11.21 Examination of Site	<ol style="list-style-type: none">1) The Construction Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work or its Cost. Construction Contractor and its key personnel shall visit the Project Site to become familiar with existing Site conditions for the Agency Project and visually survey for coordination of the Work, which may include but not limited to, the Site location and size, Site and adjacent perimeter, utility capacities, conditions bearing upon transportation, disposal, handling, and storage of Materials, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during Work



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	<p>performance, and connection options of external utilities, all relevant areas of any existing buildings to be altered, ceiling, interior, exterior, and concealed spaces, prior to submitting an Offer for the Work.</p> <ol style="list-style-type: none">2) The Construction Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Construction Contractor with the solicitation prior to bid submittal and Contract before commencing Work.3) The Construction Contractor acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface Materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the Site, including all exploratory Work done by the Agency, as well as from the drawings and specifications made a part of this Contract. Any failure of the Construction Contractor to take the actions described and acknowledged in this paragraph will not relieve the Construction Contractor from responsibility for estimating properly the difficulty and Cost of successfully performing the Work, or for proceeding to successfully perform the Work without additional expense to the Agency.4) The Agency assumes no responsibility for any conclusions or interpretations made by the Construction Contractor based on the information made available by the Agency. Nor does the Agency assume responsibility for any understanding reached or representation made concerning conditions which can affect the Work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this Contract.
11.22 Forced Substitutions	Forced substitutions will not be permitted; Construction Contractor shall obtain Agency's prior written consent before making any substitution for any Material or Service covered by the Contract.
11.23 Hazardous Materials, Substances, or Waste	<ol style="list-style-type: none">1) The rights and liabilities of the parties when a hazardous substance is encountered are specified by A.R.S. § 32-1129.03.2) Construction Contractor shall timely provide Agency with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for Agency to comply with regulations when it or its other Construction Contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but Agency (and this Contract) use only the more up-to-date "SDS" reference.<ol style="list-style-type: none">a) Construction Contractor shall ensure that all its relevant personnel, to the extent they are Construction Contractor's responsibility under the Contract, understand the nature of and hazards associated with, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous Material, with "hazardous Material" being any Material or substance that is:b) Identified now or in the future as being hazardous, toxic or dangerous under applicable laws; orc) Subject to statutory or regulatory requirement governing special handling, disposal or cleanup.d) Construction Contractor shall provide and maintain SDS on-Site as required for the Work.3) CONSTRUCTION CONTRACTOR HAZARDOUS WASTE RELEASE. Construction Contractor shall refrain from release of a Hazardous Substance on Agency property during the Work. This includes a Release of a Hazardous Substance pre-existing on Agency property under the following circumstances:<ol style="list-style-type: none">a) If Agency has made Construction Contractor aware of the existence of the Hazardous Substance pre-existing on Agency's property and if Agency has provided an area free from the Hazardous Substance sufficient for Construction Contractor to perform the Work; or



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	<p>b) If Agency has not made Construction Contractor aware of the pre-existing Hazardous Substance on Agency's property, but Construction Contractor or any Subcontractor failed to act reasonably when it encountered the Hazardous Substance.</p> <p>4) Construction Contractor shall report immediately to Agency Designated Representative any spills of oil, gas, chemicals or any hazardous Materials. Construction Contractor shall expedite all approved mitigation measures.</p>
11.24 Inclement Weather Day	<p>1) RAIN DELAY. Construction Contractor bears the risk of rainfall activity unless delayed on a critical path for more than 7 days.</p> <p>2) Construction Contractor shall immediately notify the Agency Designated Representative on the day, and any subsequent days throughout the Project, the Construction Contractor is unable to perform Work at the Site on the critical path for more than seven (7) continuous normal Work hours due to inclement weather or rain. The Agency Designated Representative shall confirm the weather conditions and provide a written confirmation to the Construction Contractor.</p> <p>3) Construction Contractor shall submit to the Design Professional and Agency Designated Representative for review a Proposed Change Order request with the number of days the Construction Contractor is requesting a no Cost time extension for Substantial Completion for inclement weather or rain in excess of normal rainfall, along with documentation of the weather days that occurred, and the impact on the critical path Work no later than the end of the month in which the inclement weather day or days occurred. Failure of Construction Contractor to submit a Change Order Request in accordance with this paragraph requirement shall constitute a waiver of additional time for Substantial Completion. Agency Representative shall be the final decision maker on the number of inclement weather days in any Construction Contractor properly submitted Proposed Change Order for extension of time for Substantial Completion in the event of disagreement between the Construction Contractor and Agency Designated Representative. Average days of rain per month will be determined by meteorological data obtained from the closest National Weather Service Station to the Project Site.</p>
11.25 Inspection and Material Testing	<p>1) All Materials and equipment used in the construction of the Project shall be subject to inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.</p> <p>2) CONSTRUCTION CONTRACTOR RESPONSIBILITIES. Construction Contractor shall provide, at Construction Contractor's expense, the testing and inspection services required by the Contract Documents. Construction Contractor shall provide such equipment and facilities as are required for conducting field tests and for collecting and forwarding samples of sufficient size for test purposes. No Materials or equipment represented by samples are to be used until tests, if required, have been made and the Materials or equipment are found to be acceptable.</p> <p>3) UNFIT FOR USE AFTER APPROVAL. Any Material which becomes unfit for use after approval thereof shall not be incorporated into the Work. Approvals or failures to properly inspect or test shall not relieve Construction Contractor from its obligation to perform the WORK in accordance with the requirements of the Contract Documents and to also inspect Construction Contractor's own Work. Failure to discover, inspect, or timely report shall not excuse Construction Contractor from full performance of the Work.</p> <p>4) TIMELY NOTICE. Construction Contractor shall notify Agency Designated Representative and/or Design Professional in writing if any Work will need to be inspected, tested, or approved by someone other than Construction Contractor. Construction Contractor shall coordinate with the Agency and Design Professional well in advance of such testing, inspection, or approval process. Should an inspection, test, or approval be required under this paragraph, Construction Contractor shall bear the sole responsibility for updating the Work Progress Schedule.</p>



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	<p>5) NON-CANCELLATION OF SCHEDULED INSPECTIONS. Construction Contractor shall bear all Costs, for any and all instances, in which Construction Contractor fails to cancel no less than twenty-four (24) hours in advance any Construction Contractor scheduled inspection or testing date and time in which the Work will not be or is not ready for the scheduled inspection or testing.</p> <p>6) RETESTING FOR WORK. Construction Contractor shall be responsible for and shall pay all Costs in connection with non-cancellation of scheduled inspections, retesting for Work or Materials found defective or unsatisfactory, including tests covered in this section below entitled "Agency Responsibilities". All Costs for the purpose of paragraph 11.32.4-5 include the standby and travel time for the Agency testing representative, the Design Professional and Agency Designated Representative when due to Construction Contractor's inability to be prepared for the untimely or non-cancelled testing time and date scheduled and retesting due to Construction Contractor defective or unsatisfactory Work. Agency may withhold these Cost expenses from any payment due to Construction Contractor.</p> <p>7) COVERED WORK. Any Work covered by Construction Contractor contrary to the Contract Documents or written instructions of Design Professional or Agency Designated Representative, shall be uncovered at the request of the Design Professional or the Agency Designated Representative for observation and replaced at Construction Contractor's expense. Construction Contractor shall furnish all necessary labor, Materials, tools, and equipment to uncover, expose, or otherwise make available for observation, testing, or inspection any covered Work portion the Agency Designated Representative or Design Professional may require for inspection or testing by others. If Work is found defective, Construction Contractor shall bear all expenses of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If Work is not found defective, Construction Contractor shall be allowed an increase in the Contract Cost, or an extension of time, or both, through an issued Change Order directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction.</p> <p>8) OBSERVABLE DEFECTS. Observable defects are those that are discoverable by routine testing and inspection procedures or by implementing special tests as required or implied by the Specifications. Defects discovered shall be repaired or removed by Construction Contractor as these are identified.</p> <p>9) SUBMITTALS. Written reports of tests and engineering data furnished by Construction Contractor for Design Professional's review of Materials and equipment proposed to be used in the WORK shall be submitted as specified for Shop Drawings.</p> <p>10) AGENCY RESPONSIBILITIES. Agency will provide any inspection and testing services not provided by the Construction Contractor as required by the Contract Documents. Tests will be made by an accredited testing laboratory selected by the Agency. Except as otherwise provided in the <u>Special Terms and Conditions</u>, or the Specifications, sampling and testing of all Materials and the laboratory methods and testing equipment will be in accordance with the latest standards and methods of the applicable national standards.</p>
11.26 Key Personnel	<p>1) AUTHORITY. The Construction Contractor shall designate which of its employees have the authority to enter into agreements with the Agency on behalf of the Construction Contractor, and which of its employees, its Subcontractors, Subconsultants and/or Subcontractors, will bear the primary responsibility for the completion of the Work.</p> <p>2) REMOVAL OF PERSONNEL. Notwithstanding that Construction Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, Agency may at its discretion and, without the obligation to demonstrate cause, instruct Construction Contractor to remove any of its personnel from Agency's facilities or from further assignment under the Contract. In such cases, Construction Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities. The Agency Designated Representative may</p>



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	<p>require, in writing, that the Construction Contractor remove from the Work any employee the Agency Designated Representative deems incompetent, careless, or otherwise objectionable.</p> <p>3) PERSONNEL SUBSTITUTIONS. Construction Contractor shall not be permitted to substitute Construction Contractor Key Personnel, Subcontractors, or Subconsultants and/or Subcontractors after offer submittal, without the prior written approval of the Agency Designated Representative. Requests shall be made in writing detailing the reasons for the requested change and shall not commence without written approval from Agency. The Agency has the right to the same kind and quality of the employee initially offered.</p> <p>4) ROLE APPROVALS. Construction Contractor Key Personnel designated in <u>Offer Documents</u> shall be deemed approved for the roles and responsibilities stated unless expressly stated otherwise by the Agency prior to execution of the Contract.</p>
11.27 Labor and Materials	<p>1) Construction Contractor shall perform Work during regular business hours unless such non-normal Work hours are required by the Contract Documents and not permit overtime Work. Agency Designated Representative may approve alternate Work hours that neither add additional Cost nor time to the Contract Cost or Project Substantial Completion.</p> <p>2) All equipment, Materials, and articles incorporated into the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, shall be stored, applied, installed, connected, erected, used, cleaned and conditioned by Construction Contractor in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, unless otherwise specifically provided in the Contract Documents.</p> <p>3) References in the Specifications to equipment, Materials, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality, function, and type, and shall not be construed as limiting competition.</p> <p>4) All Work under this Contract shall be performed in a skillful and workmanlike manner. Construction Contractor shall provide competent, suitably qualified personnel to survey, lay-out, and construct the Work as required by the Contract Documents and maintain good discipline and order at the Site at all times.</p> <p>5) Construction Contractor is solely responsible for construction means, methods, techniques, sequences or procedures, for safety precautions and programs, protection of installed Work, for coordinating all portions of the Work under the Contract and quality controls in connection with the Work. and will utilize the above so as not to destroy Materials for reuse or to remain the property of the Agency</p> <p>6) The Construction Contractor shall be responsible for all Materials delivered and Work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been partially accepted under the Contract. Construction Contractor shall remain responsible for the care and protection of Materials and Work in the areas where Punch List items are completed until Final Completion.</p> <p>7) The Construction Contractor shall provide and pay for labor, Materials, equipment, tools, construction equipment and machinery, drinking water, water, heat, ventilation, utilities, barricades, lighting, construction and warning signs, temporary fire protection, transportation, temporary facilities, fencing, appliances, fuel, power, light, heat, telephone, sanitary facilities, and services necessary for the construction, performance, testing, start-up, inspection and completion of the Work. Any temporary sanitation facilities shall be serviced a minimum of one (1) time weekly.</p> <p>8) Construction Contractor shall install and maintain temporary fencing with lockable gates as indicated or directed by the Agency Designated Representative.</p> <p>9) Materials, equipment or items required for Work which are shown on the Drawings but not mentioned in the Specifications or Materials, equipment or items required by the Specifications but not shown on the Drawings, shall be</p>



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	<p>furnished and installed the same as though both shown on the Drawings and required by the Specifications.</p> <p>10) Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the <u>Scope of Work</u>, Agency is not responsible for making any Materials safe or compliant following acceptance and is relying exclusively on Construction Contractor to deliver and install only products that are already safe and compliant.</p> <p>11) Construction Contractor shall pursue with diligence the procurement of any long-lead-material or equipment required for the Work and provide the Agency Designated Representative with an anticipated and consistently updated schedule for the delivery.</p> <p>12) Materials and equipment procured and installed by the Construction Contractor shall be in accordance with Specifications and derived from the energy life cycle Cost analysis pursuant to the latest revision of A.R.S. §34-452.</p> <p>13) For any Agency furnished equipment or Material that will be in the care, custody, and control of Construction Contractor, Construction Contractor is responsible for damage or loss. Agency shall deliver to Construction Contractor a complete list and respective values of such Materials or equipment and make an equitable adjustment to the contract amount for any increase in Cost of Builder's Risk insurance.</p> <p>14) Construction Contractor shall provide and install weather-tight or temporary enclosures for protection of in progress and completed construction Work from exposure and weather. Construction Contractor shall remove protection when no longer needed.</p> <p>15) Construction Contractor shall store Materials in their original packaging with any and all seals and labels intact and visible.</p> <p>16) Construction Contractor shall remove Agency-salvaged items with care and in a workmanship-like manner and deliver items not being reinstalled, ready for use, to a nearby area as instructed by the Agency Designated Representative.</p>
11.28 Liquidated Damages	<p>The Construction Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract time.</p> <p>Time limits stated in the Contract are of the essence of the Contract. By executing the Contract, the Construction Contractor confirms that the Contract time is a reasonable period for performing the Work. Any Construction Contractor delay beyond Substantial and Final Completion dates shall be subject to liquidated damages. Liquidated damages shall be assessed as detailed in the <u>Special Terms and Conditions</u>.</p>
11.29 Meeting Minutes	<p>Construction Contractor or Agency authorized Construction Contractor substitute, shall attend and draft complete minutes of each Project design and construction meeting between Construction Contractor, Agency and Design Professional, and submit them to Agency for approval within five (5) calendar days after each Project conference.</p>
11.30 Observations	<p>Design Professional, Agency Designated Representative, and/or Construction Contractor observations shall be for the purpose of ascertaining the progress of the Work, to include but is not limited to, the character, scope, quality and detail of construction (including workmanship and Materials) compliance with the design expressed in the Contract Documents, directives of the Agency Designated Representative, approved product data and samples and clarification drawings.</p> <p>Observations shall be separate from any inspections which may be provided by the Agency. Any Agency provision of inspection services, if any, shall not relieve Construction Contractor of its responsibilities under this Contract.</p>
11.31 Pre-Bid Conference Site Visit	<p>Agency's Procurement Officer may conduct, and Construction Contractor and its Subconsultants and/or Subcontractors shall attend and participate in pre-bid conferences and pre-bid Site visits with potential bidders to help identify questions that bidders may raise during the Bidding phase. Questions from prospective Bidders shall be collected by the Agency's Procurement Officer during these conferences and Site visits. No questions shall be answered at these events which require interpretation, clarification or modifications of the Contract Documents</p>



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11.32 Preconstruction Conference	Agency may conduct a Preconstruction conference after Contract award and before Construction Contractor starts Work at the Project Site. Conference discussion will establish the lines of communication among the parties as to the Work, coordination of Work, and procedures and handling of the Schedule of Values, Shop Drawing and other submittals, Construction Schedule, and Payment Application processing. The Construction Contractor, Construction Contractor's Superintendent, and Construction Contractor's designated safety officer shall attend the Pre-Construction Conference. The Design Professional shall attend if requested by Agency.
11.33 Project Close Out	Construction Contractor shall submit Project Close Out documents as listed in Exhibit M in appropriate quantities as indicated in the Contract Documents to the Construction Contractor. Construction Contractor shall ensure documents are complete and accurate and provide written acceptance to the Agency. Construction Contractor shall not submit final Application for Payment until documents are accepted by the Agency.
11.34 Proposed Change Order Review	During performance of Construction Phase Services, the Agency shall review Construction Contractor's proposed Change Order(s) for fairness of pricing and make recommendations to the Agency on fairness of pricing for the Materials and Work. Any Construction Contractor proposed Change Order shall include the estimate of Cost and of probable effect of delay on progress of the Work if any.
11.35 Proprietary Specifications	<ol style="list-style-type: none"> 1) Under A.R.S. § 34-104, if a Contractor or the Agency includes bidding, contracting, or purchasing specifications that are proprietary to one supplier, distributor, or manufacturer, then the details of the essential characteristic of that product will be included in the <u>Special Terms and Conditions</u> with a statement indicating that the Contractor shall consider alternative products which have the aforementioned desired essential characteristics. 2) Design Professional shall consider, and provide recommendations to the Agency to either approve or reject, any and all alternative product proposals that are submitted at least eight (8) days prior to the deadline for receiving bids for this Solicitation. If any alternative product proposal is approved, the Design Professional shall modify the bidding documents to include the alternative product proposal by the end of the fifth day prior to the deadline for receiving bids and publish the documents that same day. If the Design Professional considers rejection of any alternative product proposal, the Design Professional shall provide the Agency with notice of that rejection, including the details of the alternative product proposal, prior to the deadline for receiving bids. 3) No modification shall be made without the approval of Agency.
11.36 Recalls	The Construction Contractor shall provide the Agency with timely notice of any recall notice, technical service bulletin, or other important notification affecting the Work. (collectively, "recalls" hereinafter). Notwithstanding whatever protection Construction Contractor might have under A.R.S. § 12-684 with respect to a manufacturer, Construction Contractor shall handle recalls entirely and without obligation on Agency's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.
11.37 Recovery of Work Effort	At any time, the Construction Contractor presents a Work Progress Schedule and the forecast indicates the Construction Contractor will not finish critical path or milestone Work within fourteen (14) days of the time originally scheduled for completion of the Work (potentially causing a delay of the Substantial Completion date), the Construction Contractor shall provide a new recovery plan for Work to the Agency Designated Representative. The Construction Contractor new recovery plan for Work shall address at a minimum additional efforts for concurrent operations, logic and sequence changes, additional manpower, additional shifts, or overtime Work at no Cost or extension of time for Substantial Completion to the Agency. Upon approval of the Agency Designated Representative the recovery plan for Work will become the updated Work Progress Schedule.
11.38 Record Documents	1) UPDATING RECORD DOCUMENTS. Design Professional or other party specified by Agency shall be responsible for updating the Record Documents for all Construction Contractor initiated documents and changes to the Contract Documents due to coordination and actual field conditions, including RFIs. Design Professional shall be responsible for updating the Record Documents



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	<p>for any addenda, Change Orders, Construction Contractor supplemental instructions and any other alterations to the Contract Documents generated by Construction Contractor or Agency.</p> <p>2) MAINTAIN AT SITE. Construction Contractor shall maintain at the Site one copy of all Drawings, Specifications, addenda, approved submittals, Contract modifications, schedules, and all Project correspondence and provide Agency and Construction Contractor access to these documents for reference and examination. Construction Contractor Keep current and maintain Drawings and Specifications in good order with postings and markings to record actual conditions of Work and show and reference all changes made during construction, and reflect the actual field conditions and representations of the Work performed, whether it be directed by addendum, Change Order or otherwise.</p> <p>3) MONTHLY UPDATE. Record Documents shall be updated a minimum of monthly prior to submission of a Payment Application or as otherwise directed by Agency. Construction Contractor failure to maintain current Record Documents shall constitute cause for Agency denial of a Progress Payment otherwise due.</p> <p>4) TRANSFER OF RECORD DOCUMENTS TO AGENCY. Construction Contractor shall furnish a copy of its marked-up Record Documents and a preliminary copy of each instructional manual, maintenance and operating manual, parts catalog, wiring diagrams, spare parts, specified written warranties and like publications, or parts for all installed equipment, systems, and like items and as described in the Contract Documents prior to requesting Substantial Completion inspection with the Construction Contractor. After review by the Construction Contractor and acceptance by the Agency Designated Representative, one (1) electronic media copy and one (1) reproducible copy of the Record Documents shall be provided in the format designated by the Agency Designated Representative.</p> <p>5) PREPARATION OF RECORD DOCUMENTS. Record Documents shall be carefully and neatly prepared by a competent drafter familiar with the Work.</p>
11.39 Requirements at Location	<p>1) Construction Contractor acknowledges that the location of its Work for the Project might be inside an industrial building, institutional building, or one of various office types and classes and Construction Contractor personnel shall conduct themselves cordially and professionally with Agency personnel and the public.</p> <p>2) When performing the Work requires Construction Contractor personnel to Work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Construction Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for Work, visitor dress code, and other applicable rules. Agency will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Construction Contractor has failed to make the confirmation or comply with the applicable conditions.</p> <p>3) Construction Contractor shall ensure Construction Contractor personnel and Subconsultants and/or Subcontractors performing Work at the Project Site:</p> <p>a) Park in any assigned location at the Site;</p> <p>b) Have proper State or federal issued identification within their possession at all times;</p> <p>c) No eating, drinking, or smoking except in designated areas.</p> <p>4) Construction Contractor shall adequately monitor and control noise levels.</p>
11.40 Returns	<p>1) Agency may, at its discretion, return for full credit and with no restocking charges any delivered Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within 30 (thirty) days after receipt.</p> <p>2) If Agency elects to return delivered Materials, then Agency shall pay all freight, delivery, and transit insurance Costs to return the products to the place from which Construction Contractor shipped them, provided that, if Agency returns delivered Materials because they are defective or non-conforming or for any</p>



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	other reason having to do with Construction Contractor fault or error, then Agency will not be responsible for paying freight, delivery, or transit insurance Costs to return the products and may, at its discretion, either have those billed directly to Construction Contractor or offset them under paragraph 8.6 [Right of Offset].
11.41 Schedule of Values	Prior to the execution of Work, the Construction Contractor shall submit to the Agency for approval a Schedule of Values (See Exhibit R) allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy. This Schedule of Values, unless objected to by the Design Professional and/or Agency Designated Representative, shall be used as a basis for reviewing the Construction Contractor's Payment Applications. The Schedule of Values shall include quantities and unit prices aggregating the Contract Cost, and for lump sum items shall subdivide the Work into component parts in sufficient detail to serve as the basis for Progress Payments during construction
11.42 Shop Drawings, Product Data and Samples	<ol style="list-style-type: none"> 1) The Construction Contractor shall maintain at the Site for the Agency one record copy of the Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Design Professional and/or Agency and shall be delivered to the Design Professional for submittal to the Agency upon completion of the Work. 2) Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Construction Contractor proposes to conform to the information given and the design concept expressed in the Contract. 3) The Construction Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed and approved or other appropriate action taken by the Design Professional and/or Agency. Such Work shall be in accordance with approved submittals. 4) The Construction Contractor shall not be relieved of responsibility for deviations from requirements of the Contract by the Design Professional's and/or Agency's review and approval of Shop Drawings, Product Data, Samples or similar submittals unless the Construction Contractor has specifically informed the Design Professional and/or Agency's in writing of such deviation at the time of submittal and the Design Professional and/or Agency has given written approval to the specific deviation. The Construction Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Design Professional's and/or Agency's approval thereof. 5) The Construction Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, product Data, Samples or similar submittals, to revisions other than those requested by the Design Professional on previous submittals. 6) When professional certification of performance criteria of Materials, systems or equipment is required by the Contract, the Construction Contractor shall be entitled to rely upon the accuracy and completeness of such calculations and certifications but shall use due care and identify and notify the Agency of any palpable errors. 7) Construction Contractor shall submit Shop Drawings to the Design Professional and State Fire Marshall or appropriate authority having jurisdiction for any required modifications to sprinkler or alarm system Work. 8) Construction Contractor will update to show actual conditions for Work specified and shall submit final Shop Drawings to Agency.
11.43 Special Inspections and Testing	The Agency shall recommend special inspection or testing and any retesting of the Work in accordance with the provisions of the Contract Documents if, in Agency's reasonable opinion, such inspection or testing or retesting is necessary or advisable for the implementation of the Contract Documents, regardless of the state of completion of the Work subject to such inspection or testing or retesting.
11.44 Statutory Review	<ol style="list-style-type: none"> 1) The Design Professional shall design and prepare the Construction Documents in compliance with all applicable laws, codes, regulations, and generally accepted engineering and design standards, and shall incorporate any and all Agency Standards where applicable to their Work.



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	<ol style="list-style-type: none"> 2) The Design Professional shall submit final Construction Documents for review to the Agency Designated Representative for submittal to the Statutory Review. Design Professional shall verify presentation requirements for the review with the Agency's Designated Representative. The Arizona Department of Administration Statutory Review is the authority having jurisdiction and is the enforcement agency for code requirements. 3) The initial submission fee and one (1) re-review fee for submission to the Statutory Review may be paid by the Agency or paid by Design Professional firm a part of a Reimbursable Expense as requested by the Agency. Any subsequent submission fees shall be paid by the Design Professional firm in accordance with the Solicitation Performance Guarantee requirements. 4) Design Professional shall give Agency sufficient rights and privileges to use to any and all Design Professional Work in furtherance of the Scope of Work including, but not limited to, distribution and submission of Design Professional Work. 5) A State Inspector will conduct regular inspections and the Work must be in compliance before permanent occupancy will be allowed. Regular inspections must be performed at each stage of construction prior to concealment or cover.
11.45 Structural, Mechanical, Electrical, Calculations	Construction Contractor shall provide Agency the Project structural, mechanical, and electrical calculations upon request. Calculations shall be checked and stamped by an engineer registered in the applicable discipline.
11.46 Submittal Register	The Construction Contractor shall prepare and keep current, for the Design Professional's approval, a schedule of submittals which is coordinated with the Construction Contractor's Construction Schedule and allows the Construction Contractor reasonable time to review Submittals.
11.47 Substantial and Final Completion	<ol style="list-style-type: none"> 1) When the Construction Contractor considers the Work, or a portion thereof is Substantially Complete the Construction Contractor shall prepare and submit to the Agency and/or Design Professional a comprehensive list of items (Punch List) to be completed or corrected prior to final payment. Failure to include an item on the Punch List does not alter the responsibility of the Construction items the Construction Contractor is requesting to be deferred for completion. 2) The Agency and/or Design Professional will perform an inspection of the Work within five (5) days to accept or reject the Punch List to determine whether the Work or designated portion thereof is substantially complete. If the Agency and/or Design Professional's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents, the Contractor shall complete and or correct those items and then submit a request to the Owner and Design Professional for another inspection to determine Substantial Completion of the Work. 3) EXHIBIT K - SUBSTANTIAL COMPLETION CERTIFICATE. When the Work, or designated portion thereof, is Substantially Complete, the Design Professional and/or Owner will prepare a Certificate of Substantial Completion (Certificate) that shall establish the Substantial Completion date, establish responsibilities of the Owner and Contractor to include, but not limited to: security, maintenance, heat, air conditioning, utilities, damage to the Work and insurance. The Certificate will establish the date and time within which the Contractor shall finish all Punch List items attached thereto. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work, unless otherwise provided in the Certificate of Substantial Completion. 4) Construction Contractor shall submit an Exhibit H-Application for Payment for payment of all Work, less retention if retention was held. If retention was not held, final payment will not be issued until all items listed on Exhibit M-Contractor Project Closeout have been received by the Agency. 5) PARTIAL OCCUPANCY. The Agency may occupy or use a portion of the Project prior to Contract completion if the authority having jurisdiction over the Project authorizes the Agency to occupy the portion of the Project. The Construction Contractor shall proceed with submission to the Agency for a Substantial Completion inspection for the portion of the Work Project prior to the Agency occupying or using a portion of the Project.



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11.53 Transition	If needed, during commencement, Construction Contractor shall attend transition meetings with any outgoing Construction Contractors to coordinate and ease the transition so that the effect on Agency's operations is kept to a minimum. Agency may elect to have outgoing Construction Contractors complete some or all of their Work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Upon the expiration or termination of the Contract, Construction Contractor shall Work closely with any new (incoming) Construction Contractor and Agency to ensure as smooth and complete a transfer as is practicable. Agency's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Construction Contractor and the incoming vendor.
11.54 Unknown, Unforeseen, or Concealed Conditions	<ol style="list-style-type: none">1) If conditions are encountered at the Site which are (a) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (b) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty four hours after first observance of the conditions.2) It is understood that Construction Contractor, prior to award, has inspected the Site, was free to do its own tests and inspections, and in undertaking this contract, warrants that the Site is suitable for construction and accepts the risk of all Site conditions.3) Any reports and Materials provided to Construction Contractor prior to construction are for informational purposes only. However, if Construction Contractor believes that the Agency materially misrepresented the condition of the Site then the Agency will promptly investigate such conditions. Should the Agency determine that the Site differs from the Contract Documents such that there will be a material change to Construction Contractor's Contract Cost and/or Schedule for the performance of any part of the Work, then the Agency will recommend an equitable adjustment in the Contract Cost and/or Contract time. If the Agency determines that the conditions at the Site are not materially different from those indicated in the Contract Documents, and no change in the Construction Contractor's Cost or Schedule is justified, then the Agency shall so notify the Construction Contractor in writing stating the reasons.
11.55 Utilities	<ol style="list-style-type: none">1) The Construction Contractor is responsible for locating all existing utilities prior to Work.2) Unless otherwise provided in the Contract, the amount of each utility service consumed shall be charged to or paid for by the Construction Contractor at prevailing rates charged to the Agency or, where the utility is produced by the Agency, at reasonable rates determined by the Contracting Officer. The Construction Contractor shall carefully conserve any utilities furnished without charge.3) Contract shall provide temporary heat and ventilation as required to maintain environmental conditions for installation or installed Material to meet, protect, dry, or cure conditions. Use of heating or ventilation equipment types shall be authorized by Agency Designated Representative or Design Professional.4) Temporary lighting shall be adequate for construction and traffic conditions.5) The Construction Contractor, at its expense and in a workmanlike manner satisfactory to the Agency Designated Representative, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the Work by the Agency, the Construction Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.6) Construction Contractor temporary utilities shall fulfill any and all security, protection, and safety requirements.



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11.56	Utility Shut Down and Start-Up	Construction Contractor shall coordinate all utility shutdown and start-up required for performance of Work through the Agency Designated Representative.
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12.0 Agency Responsibilities

12.1	Access to Work Site	The Agency will provide Construction Contractor with access to the Work Site, as necessary, for the preparation for, and review of, the Work.
12.2	Accuracy of Information	Agency may provide in the <u>Solicitation</u> , or by other means, any reports of investigations and tests of subsurface and latent physical conditions at the Site, and any reports of conditions that otherwise may affect cost. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the Site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

12.3	Errors or Omissions	The Agency will promptly notify the Construction Contractor in writing if it becomes aware of a material error, potential error, or omission in the Work, Design Requirements, and/or Construction Documents.
12.4	Site Information	The Agency will provide the Construction Contractor with basic information regarding the Site locations at which the Work will be performed. This basic information may include surveys, Site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations.
12.5	Communications	The Agency will facilitate communication between Construction Contractor and other Agency contractors, as needed.
12.6	Contractor Agreements, Related Construction	The Agency will meet with the Construction Contractor to coordinate its Work prior to finalizing a related Construction Contract. Any related Construction Contracts will be made available through the State's eProcurement system.
12.7	Promotional Materials	Agency will endeavor to timely review and respond to any written Construction Contractor request for permission for use of photographic or other artistic representation of the Work for promotional or other professional materials. Agency shall have full discretion to determine whether to allow Construction Contractor use of the representations.
12.8	Substitutions of Material	Design Professional and/or Agency shall approve any and all substitutions that would cause a change in the Work of the Construction Contractor.
12.9	Timely Review	The Agency and/or Design Professional will endeavor to timely review and respond to any requests from the Construction Contractor deemed necessary to avoid delay or modification to the Schedule.

13.0 Data and Information Handling

13.1	Applicability	Article 13 applies to the extent the Work includes handling of any (a) Agency's proprietary and sensitive data or (b) confidential or access-restricted information obtained from Agency or from others at Agency's behest.
13.2	Data Protection and Confidentiality of Information	<p>1) Construction Contractor warrants that it will establish and maintain procedures and controls acceptable to Agency for ensuring that Agency's proprietary and sensitive data is protected from unauthorized access and information obtained from Agency or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Construction Contractor in any way related to the Contract, provided to Construction Contractor by the Agency, or prepared by others for the Agency are proprietary to Agency, and all information by those same avenues is Agency's confidential information. To comply with the foregoing warrant.</p> <p>a) Construction Contractor shall:</p>



	<ul style="list-style-type: none"> i) Notify Agency immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; ii) Cooperate with Agency to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and iii) Notify Agency promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and <p>b) Construction Contractor shall not:</p> <ul style="list-style-type: none"> i) Release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless Agency has agreed otherwise in advance and in writing; or ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to Agency's designated representative.
13.3 Personally Identifiable Information	<p>1) Construction Contractor warrants that it will protect any personally identifiable information ("PII") belonging to Agency's employees' or other Construction Contractors or members of the general public that it receives from Agency or otherwise acquires in its performance under the Contract.</p> <p>2) For purposes of this paragraph:</p> <ul style="list-style-type: none"> a) PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and b) "Protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) <i>Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information</i>. <p>NOTE (1): For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/default/files/omb/memoranda/ty2007/m07-16.pdf</p> <p>NOTE (2): For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222</p>
13.4 Protected Health Information	<p>1) Construction Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:</p> <ul style="list-style-type: none"> a) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (1) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (2) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (3) Agency's current and published PHI/ePHI privacy and security policies and procedures; b) Will cooperate with Agency in the course of performing under the Contract so that both Agency and Construction Contractor stay in compliance with the requirements in (a) above; c) and will sign any documents that are reasonably necessary to keep both Agency and Construction Contractor in compliance with the requirements in



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(a) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at: <http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>

14.0 Information Technology Work

14.1 Applicability

Article 14 applies to any Invitation for Bids, Request for Qualifications, or Request for Quotations for "Information Technology," as defined in A.R.S. § 41-3501(6): "computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.

14.2 Information Access

- 1) **SYSTEM MEASURES.** Construction Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.
- 2) **INDIVIDUAL MEASURES.** Construction Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Construction Contractor is responsible to Agency for ensuring that any State Access IDs and passwords are used only by the person to whom they were issued. Construction Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Construction Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- 3) **ACCESS CONTROL.** Construction Contractor is responsible to Agency for ensuring that hardware, software, data, information, and that has been provided by Agency or belongs to or is in the custody of Agency and is accessed or accessible by Construction Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. Agency may restrict access by Construction Contractor personnel, or instruct Construction Contractor to restrict their access, if in its determination the requirements of this subparagraph are not being met.



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14.3 Pass-Through Indemnity	<ol style="list-style-type: none">1) INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Construction Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to Agency such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with Agency in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree Construction Contractor is required to do by the Uniform Terms and Conditions, then Construction Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.2) NOTIFY OF CLAIMS. Agency shall notify Construction Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Construction Contractor, with reasonable consultation from Agency, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:<ol style="list-style-type: none">a) Agency reserves the right to elect to participate in the action at its own expense;b) Agency reserves the right to approve or reject any settlement or compromise onc) reasonable grounds and if done so timely; andd) Agency shall in any case cooperate in the defense and any related settlemente) negotiations.
14.4 Redress of Infringement.	<ol style="list-style-type: none">1) REPLACE, LICENSE, OR MODIFY. If Construction Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Construction Contractor shall at its sole Cost and expense and in consultation with Agency either:<ol style="list-style-type: none">1) Replace any infringing items with non-infringing ones;2) Obtain for Agency the right to continue using the infringing items; or3) Modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.2) CANCELLATION OPTION. In every case under 14.5, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, Agency may cancel the relevant Order or terminate the Contract and Construction Contractor shall take back the infringing items. If Agency does cancel the Order or terminate the Contract, Construction Contractor shall refund to Agency:<ol style="list-style-type: none">a) For any software created for Agency under the Contract, the amount Agency paid to Construction Contractor for creating it;4) For all other Materials, the net book value of the product or actual monies paid by the Agency provided according to generally accepted accounting principles; and5) For Services, the amount paid by Agency or an amount equal to twelve (12) months of charges, whichever is less.3) EXCEPTIONS. Construction Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:<ol style="list-style-type: none">a) Modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Construction Contractor Indemnitor;6) Operation of Materials with any operating software other than that supplied by Construction Contractor or authorized or proposed by a Construction Contractor Indemnitor; or7) Combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Construction Contractor Indemnitor.



11/19/19 Rev1billing

14.5 First Party Liability Limitation	<ol style="list-style-type: none">1) LIMIT. Subject to the provisions that follow below and unless stated otherwise in the <u>Special Terms and General Conditions</u>, Agency's first party liability arising from or related to the Contract is limited to the lesser of \$1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.2) PROVISIONS. This paragraph limits liability of any and all damages to which Construction Contractor is entitled under this Contract or that comes out of performance or concerns this contract, regardless of the legal theory under which the liability is asserted. This paragraph 14.5 does not limit the effect of Paragraph 6.2 of this Contract.3) PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.15.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all change orders or other forms of Contract Amendment having an effect on the aggregate price through that date. In all other cases, "purchase price" above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.4) NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured's ability to claim against, any insurance that Construction Contractor is required by the Contract to provide, and Construction Contractor shall obtain express endorsements that it does not.
14.6 Information Technology Warranty	<ol style="list-style-type: none">1) SYSTEM MEASURES. Construction Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting Agency's proprietary data or confidential information.2) INDIVIDUAL MEASURES. Construction Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Construction Contractor is responsible to Agency for ensuring that any State Access IDs and passwords are used only by the person to whom they were issued.3) Construction Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Construction Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.4) ACCESS CONTROL. Construction Contractor is responsible to Agency for ensuring that hardware, software, data, information, and that has been provided by Agency or belongs to or is in the custody of Agency and is accessed or accessible by Construction Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. Agency may restrict access by Construction Contractor personnel, or instruct Construction Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.
14.7 Specific Remedies	Unless expressly stated otherwise elsewhere in the Contract, Agency's remedy for breach of warranty under paragraph includes, at Agency's discretion, re-performance, repair, replacement, or refund of any amounts paid by Agency for the nonconforming Work, plus (in every case) Construction Contractor's payment of Agency's additional, documented, and reasonable Costs to procure Materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability. If none of the foregoing options can reasonably be effected, or if the use of the Materials by Agency is made impractical by the nonconformance, then Agency may seek any remedy available to it under law.

End of Uniform Terms and Conditions

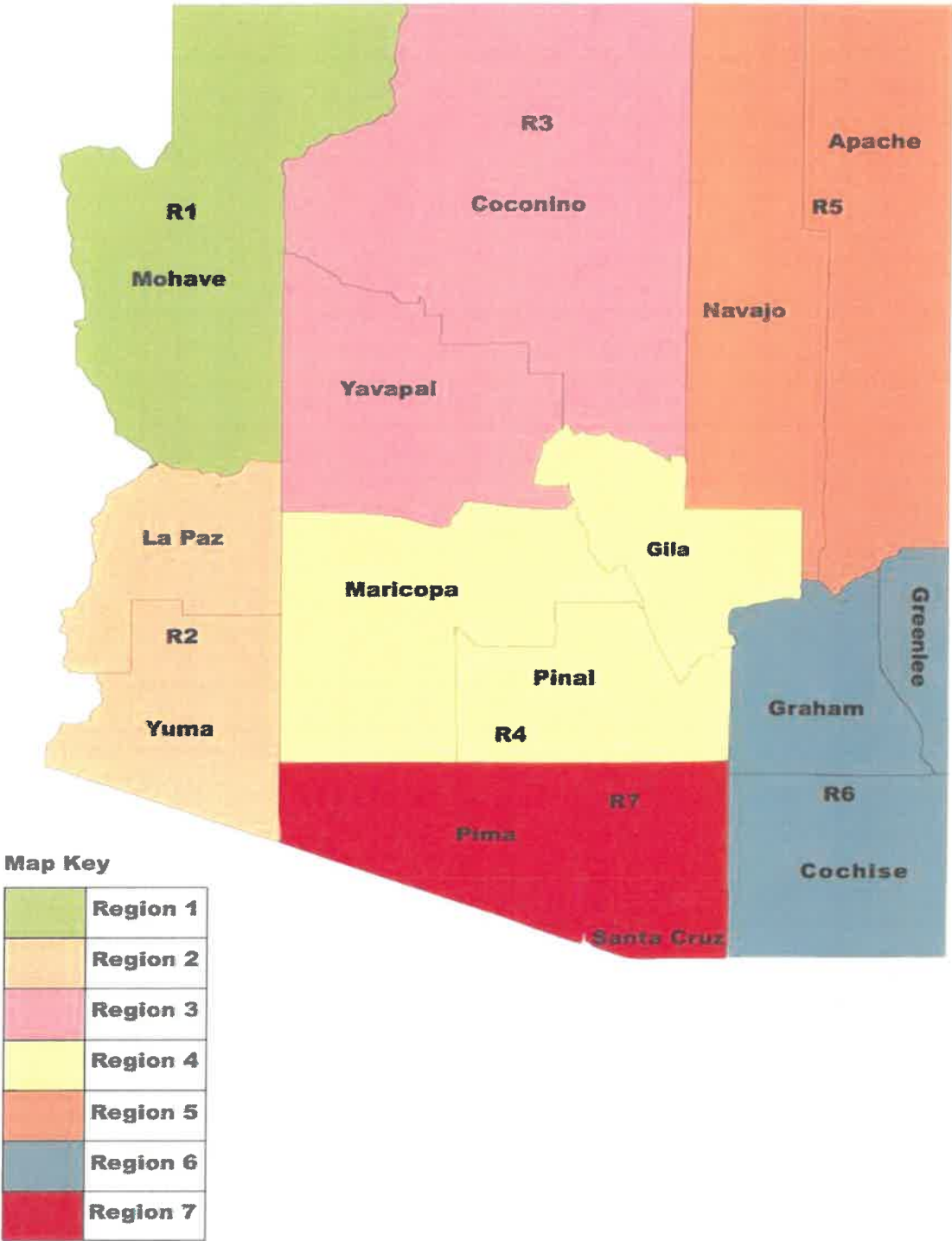
Uniform Terms and Conditions

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PART 11
EXHIBIT I
Regions Map

STATE OF ARIZONA





Request for Qualifications

Solicitation No. BPM004397

General Contractor Job Order Contracting Statewide

Arizona Department of Administration
General Services Division
1400 W. Washington St., Ste. B200
Phoenix, AZ 85007

Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide **Job Order Contracting System Administrator** services in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:	Date	Signature		
Revised Offers:	Date	Signature	Date	Signature
	Date	Signature	Date	Signature
Best and Final Offer:	Date	Signature		

Offeror company name

Signature of person authorized to sign Offer

Address

Printed name and title

City | State | ZIP

Contact name and title

Federal tax identifier (EIN or SSN)

Contact Email Address

Contact phone number

CERTIFICATION: By signature in the above, Offeror certifies that it:

- will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. § 41 – 1461 through 1465;
- 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. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; ad
- is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

ACCEPTANCE OF OFFER: State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer identified by the latest date and number at the top of this form (the Accepted Offer). Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from the Procurement Officer.

State's Contract Number is: _____

Contract Effective Date: _____

Procurement Officer Signature

Award Date

Procurement Officer Name

Title



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BPM004397

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General Contractor Job Order Contracting Statewide

**Arizona Department of
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General Services Division**

1400 W. Washington St., Ste. B200
Phoenix, AZ 85007

ATTACHMENT 2

Boycott of Israel Disclosure

Please note that if any of the following apply to this Solicitation, Contract, or Contractor, then the Offeror shall select the "Exempt Solicitation, Contract, or Contractor" option below:

- The Solicitation or Contract has an estimated value of less than \$100,000;
- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel."

Under A.R.S. §35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
3. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

The certification below does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. See A.R.S. §35-393.03.

In compliance with A.R.S. §§35-393 *et seq.*, all offerors must select one of the following:

- ☐ The Company submitting this Offer **does not** participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §§35-393 *et seq.* I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.
- ☐ The Company submitting this Offer **does** participate in a boycott of Israel as described in A.R.S. §§35-393 *et seq.*
- ☐ **Exempt Solicitation, Contract, or Contractor.**

Indicate which of the following statements applies to this Contract:

- ☐ Solicitation or Contract has an estimated value of less than \$100,000;
- ☐ Contractor is a sole proprietorship;



Request for Qualifications

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Phoenix, AZ 85007

- ☐ Contractor has fewer than ten (10) employees; and/or
- ☐ Contractor is a non-profit organization.

Company Name

Signature of Person Authorized to Sign

Address

Printed Name

City

State

Zip

Title



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Phoenix, AZ 85007

ATTACHMENT A: SECTIONS A & B BONDING & ORG CHART

DOWNLOAD, SAVE, AND UPLOAD COMPLETED DOCUMENT

Section A. General.

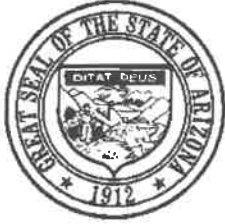
1. Current Bonding Capacity.
2. Current Bond Rating.
3. Longevity. Indicate how many sureties the Submitter has used in the last 3 years.
4. Describe any claims made against or legal action taken against the Submitter in the last 5 years.

A. GENERAL

(See instructions above)

1. CURRENT BONDING CAPACITY	2. BOND RATING	3. LONGEVITY
-----------------------------	----------------	--------------

-
- | |
|---|
| 4. CLAIMS OR LITIGATION IN THE LAST 5 YEARS. If necessary, attach another page to answer this question. If submitted as a separate file, enter file title here. |
|---|
-



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Section B. Organizational Chart of Submitter's Key Personnel.

The organizational chart shall also present a clear, graphic depiction of the lines of communication between project functions. Include all Key Personnel indicated in Section C.

B. ORGANIZATIONAL CHART OF SUBMITTER'S KEY PERSONNEL

<input type="checkbox"/>	Attached
--------------------------	----------

(See instructions above)



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Section C. Resumes of Key Personnel Proposed for This Contract.

Complete this section for Key Personnel who will participate in this project, to include, at a minimum: Superintendent, Project Manager, and Estimator. Submitters should include pertinent management. (See Special Terms and Conditions, Paragraph 4.4.13., Key Personnel.) The following blocks must be completed for each resume:

1. **Name.** Name and title of the subject employee for the resume.
2. **Role in This Contract.** Submitters should ensure they have specifically assigned the roles of the Key Personnel. Additional personnel with additional different roles may also be included, but it is understood these individuals will be added to the definition of Key Personnel for contractual purposes.
3. **Years' Experience.** Total years of relevant experience (block 3a), and years of relevant experience with the Submitter's firm (block 3b).
4. **Location.** City and State of the firm or office where the person is currently headquartered.
5. **Education.** Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.
6. **Professional Training.** Provide information on relevant training this person has completed.
7. **Other Professional Qualifications.** Provide information on any other professional training and qualifications relating to this contract, such as publications, organizational memberships, certifications awards.
8. **Relevant Projects.** Provide information on up to five (5) projects in which the person had a significant role demonstrating the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section D for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section D. Use the check box provided to indicate if the project was performed with any office of the Submitter. If any of the construction projects are not complete, leave 'Year Completed' blank and indicate the status in Brief Description and Specific Role (block (3)).



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Section D. Example Projects Best Illustrating Submitter's Qualifications for This Contract.

Select projects where multiple Key Personnel from Section C worked together, if possible, that demonstrate the Submitter's capability to perform work similar to that required for this contract. Complete one (1) Section D for each project. List three (3) – five (5) projects; each should be equal or similar to the Statement of Work in terms of project type, size, and complexity where the Submitter's Key Personnel from Section C worked together. List only projects awarded within the last five (5) years. In selecting projects for inclusion in Section D, Submitters should seek to demonstrate the following:

- a. Common project experience for the Submitter's Key Personnel as presented;
- b. The Submitter's recent experience in meeting the completion schedule for similar projects;
- c. Projects in similar locations to the Statement of Work; and
- d. The Submitter's awards that have been won for similar projects.

Complete the following blocks for each project. In the event the State checks a particular reference, answers in blocks 2 through 6 and portions of 7 will be used to identify the project to the reference; answers in block 9 may be used in these efforts as well.

1. Example Project Key Number. Start with "1" for the first project and number consecutively.

2. Title. Title of project or contract.

3. Year Completed. Enter the year completed of the construction or repair. If any of the construction or repair projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 7).

4. Location. Location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract. Indicate if any project(s) or contract(s) were in A) Yuma County B) In the City of Yuma. If not, indicate no Yuma County and/or City of Yuma projects (or contract(s)).

5. Contract / Job Order Amount. Indicate the original and final totals of the project or contract.

6. Project Delivery Method. Indicate the contracting vehicle utilized to engage the Submitter. If Other is selected, specify what other method was used.

7. Brief Description of Project and Relevance to This Contract. Indicate (items are of equal importance):

a. Principal elements and special features of the project, including but not limited to:

i. Brief physical description of the project;

ii. A brief discussion of any specific challenges and how they were overcome;

iii. Review of project schedule milestones and whether they were timely met – award date, substantial completion, and final completion;

iv. What the Owner's objectives were and whether they were met.

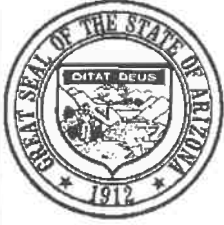
8a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

8b. Point of Contact Name. Provide the name of a person associated with the Owner or the Owner's Representative for the project. In the event such individuals are not available, Submitter may include an alternate contact who is very familiar with the project and the Submitter's performance.

8c. Point of Contact E-Mail. Self-Explanatory. Submitter should ensure the contact information provided is current.

8d. Point of Contact Phone No. Self-Explanatory. Submitter should ensure the contact information provided is current.

9. Key Personnel. Indicate which Key Personnel, from Section C, played significant roles in the contract or job order.



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D. EXAMPLE PROJECTS BEST ILLUSTRATING SUBMITTER'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects up to 5 projects. Complete one Section D for each project.)

1. EXAMPLE PROJECT KEY NUMBER <i>See Instructions</i>	2. PROJECT TITLE
3. YEAR COMPLETED	4. LOCATION <i>(City and State)</i>
5. CONTRACT / JOB ORDER AMOUNT	a. Initial: b. Final:
6. PROJECT DELIVERY METHOD	LOW-BID JOC CM-at-RISK OTHER
7. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(See Form Instructions)</i>	


8. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT E-MAIL	d. POINT OF CONTACT PHONE NO.
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9. KEY PERSONNEL *(from Section C)*

NAME	ROLE	NAME	ROLE

Section E. Key Personnel Participation in Example Projects.

	<h2 style="margin: 0;">Request for Qualifications</h2> <p style="margin: 5px 0;">Solicitation No. BPM004397</p> <p style="margin: 5px 0;">Description: General Contractor Job Order Contracting Statewide</p>	<p style="margin: 0;">Arizona Department of Administration</p> <p style="margin: 0;">General Services Division</p> <p style="margin: 0;">1400 W. Washington St., Ste. B200 Phoenix, AZ 85007</p>
--	---	---

This matrix is intended to graphically depict which Key Personnel identified in Section C worked on the example projects listed in Section D. Complete the following blocks (see example below).

1. and 2. Names of Key Personnel and Role in This Contract. List the names of the Key Personnel and their proposed roles in this contract in the same order as they appear in Section C.

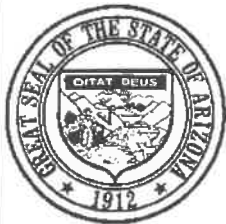
3. Example Projects Listed in Section D. In the column under each project key number (see blocks 3a – e) and for each key person, place an "X" under the project key number for participation in the same or similar role.

4. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section D.

SAMPLE ENTRIES FOR SECTION E (MATRIX)										
1. NAMES OF KEY PERSONNEL (From Section C, Block 1)	2. ROLE IN THIS CONTRACT (From Section D, Block 9)	3. EXAMPLE PROJECTS LISTED IN SECTION D (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)								
		a	b	c	d	e				
Jane A. Smith	Project Manager	X		X						
Joseph B. Williams	Site Manager	X	X	X	X					
Tara C. Donovan	Site Manager	X	X		X					

4. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SEC	NO.	TITLE OF EXAMPLE PROJECT (FROM SECT
a	Federal Courthouse, Denver, CO	c	XYZ Corporation Headquarters, Boston, MA
b	Justin Wilson Federal Building, Baton Rouge,	d	Founder's Museum, Newport, RI



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SECTION F

Failure to fully address all information requested may cause the SOQ to be determined non-responsive.

Response must demonstrate your comprehension of the objectives and services of this solicitation. Do not merely duplicate the description of work described in this Request for Qualifications (RFQ). The Contractor Performance Evaluation Scorecard is included in this Solicitation and the following questions are formatted based on how firms will be scored on their projects. **Firms shall provide responses directly below the numbered questions in this attachment.**

F. MANAGEMENT PLAN

1. Safety and Compliance:

- Please describe methods for complying with contract safety requirements including details from your firm's site safety program, program guidelines to address subcontractor safety, and MSDS (material safety data sheets) program.
- How often is your firm's safety plan updated?
- Has your firm had a formal safety deficiency on past or current project? If so, how was this addressed to the satisfaction of the client?

2. Quality – Compliance With Contract Documents:

- Please describe your firm's methods for quality assurance in complying with contract documents (submittals, plans, specifications, etc.).
- Describe your firm's process for ensuring materials and finishes are correct and in accordance with the contract.
- Please include method or examples for addressing defective or incorrect work i.e. such as the wrong product or manufacturer installed or item was shipped to the site damaged.

3. Organization – Work Plan and Management:

- Please describe your firm's method for creating and updating the project schedule from pre-construction through project completion.
- Discuss what strategies your firm utilizes to keep jobs on schedule and how your firm applies or adjusts their strategies.
- Please include your firm's method for selecting staff and supervision for JOC projects.
- Please include your firm's method for submitting and coordinating requests for information and submittals.

4. Execution – Work Performance:

- Please describe your firm's method of executing the work. Include various types of reporting that your firm uses to keep clients informed of work status.
- Please include specific practices for maintaining the schedule, addressing subcontractor performance, compliance with site rules and Agency-specific criteria (such as working in Secure Areas), submitting information and documents such as supplemental Task Orders in a timely manner, submitting complete closeout documentation, completion of punch list and addressing warranty items (include escalation procedures for non-responsive subcontractors).



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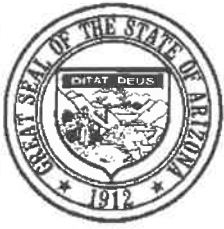
5. **Administration – Contractor Performance:**

- Please describe your firm's process for creating JOC proposals, invoicing and other related correspondence and communication that shows compliance with the JOC Manual.
- Please demonstrate how your firm cooperates and collaborates with the Owner and other Team Members to the benefit of the project.
- Please describe your firm's method to resolve disputes.
- Please describe how your firm handles personnel requirements as it varies in volume, both in-house and for subcontractors.
- Please demonstrate that your firm accepts full responsibility for the scope and extent of the Contract.
- Please also demonstrate ability to work with Architect and/or Engineer to avoid conflicts and coordinate the work.

-
6. Based on your firm's understanding of Job Order Contracting, discuss how your firm will approach job order work and changes in job order work, whether initiated by the Owner or by your firm, differently from or similarly to other types of projects such as invitation to bid, tenant improvements or construction manager at risk.

-
7. Provide your approach in offering design, engineering, maintenance and/or operations services. Describe those services and indicate if in-house staff or subcontractors have provided them.

-
8. Discuss your firm's method for training owners on standard and specialty equipment.
-



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Section G. Submitters shall answer the following questions.

G. SUBCONTRACTOR SELECTION PLAN

(Submitters shall submit a proposed subcontractor selection plan that selects subcontractors based on qualifications alone or on a combination of qualifications and price and does not select subcontractors based on price alone.)

1. Provide your subcontractor selection plan including the qualification-based selection criteria your firm plans on implementing for this contract. (Note: Subcontractor selection plans may be based on qualifications alone or on a combination of qualifications and price, but shall not be based upon price alone).
2. Describe your firm's current data base of subcontractors- include documents pertaining to the overall management plan, how it is kept up to date for criteria such as performance, safety, quality and other factors like customer service. The documents should include evidence of the plan's purpose, scope, general requirements, procedures to pre-qualify subcontractors, evaluations for safety, and final rating for acceptance into your firm's database of subcontractors.
3. Describe your firm's process for recruiting and accepting new subcontractors, particularly in the local communities where work will be performed. Include documents such as a new subcontractor information or pre-qualification form.
4. Describe your firm's process for addressing issues with subcontractor's such as lack of manpower, falling behind in the schedule, lack of planning, and/or financial problems. Please use specific examples not general statements.
5. Describe your firm's process for educating subcontractors to the State's Job Order Contracting process and ensuring/enforcing the guidelines and rules for projects. Describe your site's communication process with their team of subcontractors to address general safety, project rules, daily check-in's, updating the schedule, document changes, questions for the Owner and/or Architect.
6. Describe your firm's ability to maintain coordinated subcontractor efforts when a project does not contractually require 100% supervision. How does your firm's up-front selection plan affect this aspect of the project?

ARF-8643

Regular Agenda Item 3. H.

Regular BOS Meeting

Meeting Date: 03/19/2024

Submitted For: James Menlove, County Manager/Clerk of the Board

Submitted By: Samantha Trimble, Deputy Clerk of the Board

Department: Clerk of the Board of Supervisors

Fiscal Year: 2023 - 2024 Budgeted?: Yes

Contract Dates 1/1/2024 to 1/1/2025 Grant?: Yes

Begin & End:

Matching No Fund?: Renewal
Requirement?:

Information

Request/Subject

Approval of Economic Development Agreement No. 03132024 with Rim Country Chamber of Commerce.

Background Information

Every year funds are budgeted to support economic development activities. Hayden-Winkelman Little League has applied to Gila County for an economic development grant in the amount of \$2,500 to support the Rim Country Chamber of Commerce recreation and tourism event on April 26, 2024.

Under ARS 11-254, contributions may be made to any governmental agency or 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 in exchange for the contribution. The Rim Country Chamber of Commerce is a non-profit organization operated and maintained within the boundaries of Gila County.

Evaluation

Funds are available. After reviewing the application and agreement and asking any necessary questions, the Board shall determine if the request is for the benefit of the public.

The organization agrees to provide recognition of Gila County as a co-sponsor of the event.

Conclusion

Funds are available, and after evaluation, the Board may approve Economic Development Agreement No. 03132024, which the Board has determined to benefit the public, by entering into an agreement with the Rim Country Chamber of Commerce, a non-profit organization. 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 Economic Development Agreement No. 03132024, which the Board has determined to be for the benefit of the public by entering into an agreement with Rim Country Chamber of Commerce, a non-profit organization. The economic development grant will be funded through District 1 and District 3 Supervisor's constituent funds.

Suggested Motion

Information/Discussion/Action to approve Economic Development Agreement No. 03132024 between Gila County and the Rim Country Chamber of Commerce in the amount of \$2,500, which the Board has determined to be for the benefit of the public. **(James Menlove)**

Attachments

Economic Development Agreement No. 03132024

Rim Country Request

w-9

**ECONOMIC DEVELOPMENT AGREEMENT NO. 03132024 BETWEEN
GILA COUNTY
AND
RIM COUNTRY CHAMBER OF COMMERCE**

This Economic Development Agreement (the "Agreement") is made and entered into effective this ____ day of _____ 2024, by and between Gila County, AZ (herein referred to as the ____ day of. "County") and the Rim Country Chamber of Commerce (herein referred to as "the Organization"). (Gila County and the Organization shall be collectively referred to hereafter as "the Parties" and individually as a "Party").

RECITALS

WHEREAS, the Gila County Board of Supervisors (the "Board") desires to provide funding to the Organization pursuant to A.R.S. § 11-254 for the purpose of economic development activity, which the Board has determined that the funding is for the benefit of the public; and,

WHEREAS, the Board has determined that the funding request is for the benefit of the public in combination with A.R.S. § 11-254; and

WHEREAS, the Organization is operated and maintained within the boundaries of the County; and,

WHEREAS, the Organization is a tax-exempt 501(c) (6) nonprofit organization that enjoys and maintains federal tax-exempt status; and,

WHEREAS, the Organization has requested funding to support the Rim Country Chamber of Commerce Recreation and Tourism event on April 26, 2024.

WHEREAS, the Organization will promote and advertise the County through the Organization's physical locations and printed materials.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and of the mutual benefits to result therefrom, the Parties agree as follows:

AGREEMENTS

1. Economic Development Grant: Subject to the terms and conditions of this Agreement, the County will provide the sum of \$2,500.00 in the form of an Economic Development Grant (the "Grant") to the Rim Country Chamber of Commerce.

2. Consideration: In exchange for the Grant, the Organization will acknowledge the County at their event as the event co-sponsor.

3. 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-purpose, the County will not accept future Grant applications from the Rim Country Chamber of Commerce 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.

4. Indemnification: The Organization shall indemnify, defend, save, and hold harmless the County 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 to the extent caused by the negligent or willful acts or omissions of Rim Country Chamber of Commerce, Inc. or any of its, officers, directors, agents, employees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Rim Country Chamber of Commerce, Inc. 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 Grant of this Agreement, the Organization agrees to waive all rights of subrogation against the Indemnatee, its officers, officials, agents, and employees for losses arising from the work performed by this Agreement.

5. Termination: Either Party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other Party.

6. Cancellation for Conflict of Interest: This Agreement may be canceled by either Party for conflict of interest pursuant to the provisions of A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same is fully set forth in this Agreement.

7. 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. Any changes in the governing laws, rules, and regulations during the term of this Agreement.

8. Immigration Law Compliance Warranty: As required by A.R.S. § 41-4401, the Organization hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). The Organization further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify

program. If Rim Country Chamber of Commerce, Inc. uses any subcontractors in performance of this 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 this Agreement subject to penalties up to and including termination of this Agreement. The County retains the legal right to inspect the papers of the organization and its subcontractors engaged in the performance of this Agreement to ensure that the Organization 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, shall apply but do not require an amendment.

9. Governing Law: Both parties agree that this Agreement 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.

10. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County does not appropriate enough monies for the purpose.

11. Dispute Resolution: The Parties shall first attempt to settle any dispute, controversy, or claim arising out of or in connection with this Agreement by arbitration in Gila County, Arizona, pursuant to the Commercial Arbitration Rules then in effect and authored by the American Arbitration Association, or as otherwise agreed by the Parties. The disclosure rules of the Arizona Rules of Civil Procedure shall apply. If the Parties are unable to reach a resolution, then the terms provided hereafter shall apply.

12. Jurisdiction: If any applicable arbitration fails, the Parties agree that all disputes and litigation regarding this Agreement and matters connected with its performance shall be subject to the exclusive jurisdiction of the courts of the State of Arizona or of the Federal courts sitting therein.

13. Entire Agreement: This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the Parties.

14. 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 this 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 the performance of this Agreement. 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.

16. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County does not appropriate enough monies for the purpose of funding this Agreement.

17. 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 worker's 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."

18. Certification of No Forced Labor: The Organization does not currently, and agrees for the duration of this Agreement that the Organization 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.

19. Audit of Non-Profit Corporations Receiving County Monies: This agreement is subject to the AR.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.

IN WITNESS THEREOF, the Parties to this Agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

RIM COUNTRY CHAMBER OF COMMERCE

Stephen Christensen, Chairman
Gila County Board of Supervisors

Miranda Meyer
Executive Director

ATTEST

James Menlove, Clerk
Gila County Board of Supervisors

APPROVED AS TO FORM

Gila County Attorney's Office

Wednesday, March 13, 2024 at 15:04:16 Mountain Standard Time

Subject: Fwd: Rim Country Chamber Tourism Event
Date: Wednesday, March 13, 2024 at 3:03:47 PM Mountain Standard Time
From: Menlove, James
To: Trimble, Samantha

The request for funding was by phone conversation.

Get [Outlook for iOS](#)

From: Miranda Meyer <miranda@rimcountrychamber.com>
Sent: Tuesday, March 12, 2024 1:10:16 PM
To: Menlove, James <jmenlove@gilacountyaz.gov>
Subject: Rim Country Chamber Tourism Event

Hi James,

Could you give me a call when you have a moment? I wanted to talk about a couple opportunities the Chamber has to offer. My phone number is 970-294-6600.

Thank you,

--

Miranda Meyer
Executive Director
Rim Country Chamber



11541

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

PATSON CHAMBER OF COMMERCE

Business name, if different from above

RIM COUNTRY REGIONAL CHAMBER OF COMMERCE

Check appropriate box: ☐ Individual/
Sole proprietor

☒ Corporation

☐ Partnership

☐ Other ▶

☒ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

100 W. MAIN ST. PO Box 1380

City, state, and ZIP code

PATSON, AZ 85547

Requester's name and address (optional)

GILA COUNTY

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

|| + || + || + ||

or

Employer identification number

816-0180885

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

[Signature]

Date ▶

9-27-10

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

ARF-8648

Consent Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 03/19/2024

Submitted By: Marian Sheppard, Clerk of the Board Consultant

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Cooperative Extension Advisory Board Appointment

Background Information

A.R.S. § 3-124-County agricultural extension board; members; appointment; term; qualifications; office space states, *“The board of supervisors shall appoint 7 persons, who are residents of the county, to a county agricultural extension board, 4 of whom have as their principal business the production of agricultural commodities, and the other 3 of whom shall be representative of organizations or persons who utilize the county agricultural extension services.”*

Each member shall be appointed for a term of two years.

Of the seven members serving on the Gila County Cooperative Extension Advisory Board (Board), there are currently two vacancies: One vacancy is for a term of office that began on January 1, 2024, and runs through December 31, 2025. This member represents a principal business on the board. The other vacancy is due to the resignation of Marsha Fitzhugh, whose term of office ends on December 31, 2024. This member represents youth programs-4-H on the board.

Evaluation

Ms. Shelbi Parker Wilson has expressed a willingness to serve on this board and she would represent a principal business. If appointed, her term of office would begin on the date she is appointed by the Board of Supervisors and would end on December 31, 2025.

Conclusion

The Board of Supervisors needs to consider appointing Shelbi Parker Wilson for the term of office that began on January 1, 2024, through December 31, 2025. Her term would begin on the date she is appointed by the Board of Supervisors through December 31, 2025.

Recommendation

The Gila County Cooperative Extension Advisory Board recommends that the Board of Supervisors appoint Shelbi Parker Wilson.

Suggested Motion

Approval to appoint Shelbi Parker Wilson to the Gila County Cooperative Extension Advisory Board representing a principal business for the term of office that ends on December 31, 2025.

Attachments

Proposed Gila County Cooperative Extension Advisory Board Member List

GILA COUNTY COOPERATIVE EXTENSION ADVISORY BOARD

(Proposed to the BOS on 3/19/24)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Clark Richins (Principal Business)	B	C (04/04/23)	22 years	01/01/23-12/31/24	01/01/23-12/31/24
Paul Wolterbeek (Utilizes County Ag. Extension Services)	B	A (04/04/23)	-	04/04/23-12/31/24	01/01/23-12/31/24
Ben DalMolin (Principal Business)	B	C (04/04/23)	4 years, 3 months	01/01/23-12/31/24	01/01/23-12/31/24
VACANT (Youth Programs – 4-H)	B			?-12/31/24	01/01/23-12/31/24
Shelbi Parker Wilson (Principal Business)	B	A (03/19/24)	-	03/19/24-12/31/25	01/01/24-12/31/25
Cassie Waggoner (Utilizes County Ag Extension Services)	B	C (12/05/23)	3 years, 7 months	01/01/24-12/31/25	01/01/24-12/31/25
Sammi Jenkins (Principal Business)	B	C (12/05/23)	3 years, 7 months	01/01/24-12/31/25	01/01/24-12/31/25

1 Appointment Information:

A. A.R.S. §3-124-County agricultural extension board; members; appointment; term; qualifications; office space states, *“The board of supervisors shall appoint 7 persons, who are residents of the county, to a county agricultural extension board, 4 of whom have as their principal business the production of agricultural commodities, and the other 3 of whom shall be representative of organizations or persons who utilize the county agricultural extension services.”*

B. Each member shall be appointed for a term of 2 years.

C. The University of Arizona, College of Agriculture and Life Sciences, administers all cooperative extension programs throughout the state.

2 Appointment Designation:

A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.

B. Supervisory Appointment: Member unrestricted by district.

C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.

D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.

E. Alternate Members: As defined by individual committee criteria.

3 Appointment Type

A. New Appointment

B. Existing vacancy created by (provide name)

C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-8649

Consent Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 03/19/2024

Submitted By: Samantha Trimble, Deputy Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Rim Country Friends of Tonto Natural Bridge State Park - Special Event
Liquor License Application

Background Information

John Robert Wilson submitted a Special Event Liquor License Application to the Board of Supervisors on behalf of Rim Country Friends of Tonto Natural Bridge State Park.

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Deputy Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This non-profit organization has properly completed the application. If the Board of Supervisors approves it, Rim Country Friends of Tonto Natural Bridge State Park will have used one day of the allowable ten days to serve liquor at special events in 2024.

Recommendation

The Clerk of the Board's Office recommends that the Board of Supervisors approve the application as submitted. Upon approval, the applicant has the responsibility to submit the application to the DLLC for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by Rim Country Friends of Tonto Natural Bridge State Park to serve liquor at the Tonto Natural Bridge State Park located 10 miles North of Payson, Az for a special event to be held on June 1, 2024.

Attachments

Special Event liquor license application- Rim Country Friends of the Tonto Natural Bridge State Park

CSR:

Amount:



SPECIAL EVENT LICENSE

APPLICATION FEE \$25.00 PER DAY

Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #:
Date Accepted:
CSR:
License #:

Application **MUST** be submitted to the Department of Liquor 10 days prior to the event.

SECTION 1 Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Wilson, John Robert
(Must be an Officer/Member of the Non Profit Entity) Last First Middle
2. Applicant's mailing address: 310 E Tyler Parkway, Apt 217, Payson, AZ 85541
Street City State Zip
3. Applicants home/cell phone: 928-951-0014 Applicant's business phone: 928-951-0014
4. Applicant's email address: jrwilsonrimcpa@outlook.com
5. Special Event Name: Taste at the Bridge
6. Name of Non-Profit Organization, Candidate or Political Party/Gov.: Rim Counry Friends of Tonto Natural Bridge State Park
7. Non-Profit/IRS Tax Exempt Number: 32-0479272
8. Arizona Corporation Commission File #: 20529405 If out of State please specify: _____
(Attach letter of good standing)
9. Event Location Name: Tonto Natural Bridge State Park
10. Event Address: 10 miles north of Payson, AZ Gila County 85541 off of Hwy 87/260.

Dates and Hours of Event - Days must be consecutive and may not exceed 10 consecutive days.

****SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY****

Days	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>06/01/2024</u>	<u>Saturday</u>	<u>2:30 p.m.</u>	<u>9:30 p.m.</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY10:	_____	_____	_____	_____

SECTION 2 What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police 4 Number of Security Personnel ☐ Fencing ☒ Barriers

Must explain security measures: The food and beverages will be served on the lawn in front of the lodge
The sidewalks define the boundrys where the beverages are permitted.

SECTION 3 What is the purpose of this event?

☒ On-site consumption ☐ Off-site (auction/wine/distilled spirits pull) ☐ Both

How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?
Check one of the following boxes. (R-19-318)

A) ☐ Special Event being held on an **unlicensed** premises will require approval and signature by the Local Governing Body on page 3. (If checked move to section 4)

B) ☐ Will this event be held on a currently licensed premises and within the already approved and licensed area?
(**Must attach a letter from the licensed premises with an explanation of the option checked below**)

Name of Business

License Number

Phone (Include Area Code)

☐ Place license in non-use - *Special Event Licensee selling all alcohol without retailer involvement*
Must attach letter from the location suspending license for duration of special event

☐ Dispense and serve all spirituous liquors under retailer's license - *Business operates normally, minimum of 25% of gross revenue from alcohol sales is donated to licensee*

☐ Dispense and serve all spirituous liquors under special event - *The special event licensee is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be separated from any alcohol used during the special event. Must attach letter from the location suspending license for duration of special event*

☐ Split premise between special event and retail location - *Both the special event licensee and the retailer will conduct sales of alcohol. (These sales will be done in separate areas. If alcohol is donated or purchased by the special event licensee it must be in a separate area than the alcohol that is dispensed by the licensed retailer.)*

☐ Off Sale only - **Wine/Distilled Spirits Pull, Live or Silent Auctions** - *Retailer will still be permitted to conduct all normal sale and service of alcohol.*

SECTION 4

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No If yes, attach letter of explanation.

2. How many special event days have been issued to this organization during the calendar year? 0

3. Is the Organization using the services of a Special Event Contractor? (A licensee can utilize the services of a special event contractor who may purchase and sell alcohol on behalf of the licensee. If no special event contractor is listed, the licensee is responsible for the sales and service of alcohol.)

☐ Yes ☒ No If yes, please provide the Name of the Special Event Contractor: _____

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?
(Licensees who hold a series 6, 7, 11, or 12 license are automatically qualified to be the special event contractor)

☐ Yes ☒ No if yes, please provide the Name of Licensee: _____ License #: _____

5. List the name of the Individual or Organization that will receive revenues, **MUST EQUAL 100 PERCENT.**

Attach additional sheet if necessary.

Name: Rim Country Friends of the TNBSP Percentage: 100

Address: PO Box 841, Payson, AZ 85547
Street City State Zip

Name: _____ Percentage: _____

Address: _____
Street City State Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

SECTION 5 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local governing body before submitting to the Department of Liquor Licenses and Control. *Please contact the local governing board for additional information.*

APPLICANT SIGNATURE

Declaration:

I, (Print Name) John R. Wilson, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.


Signature

LOCAL GOVERNING BODY

Date Received: _____

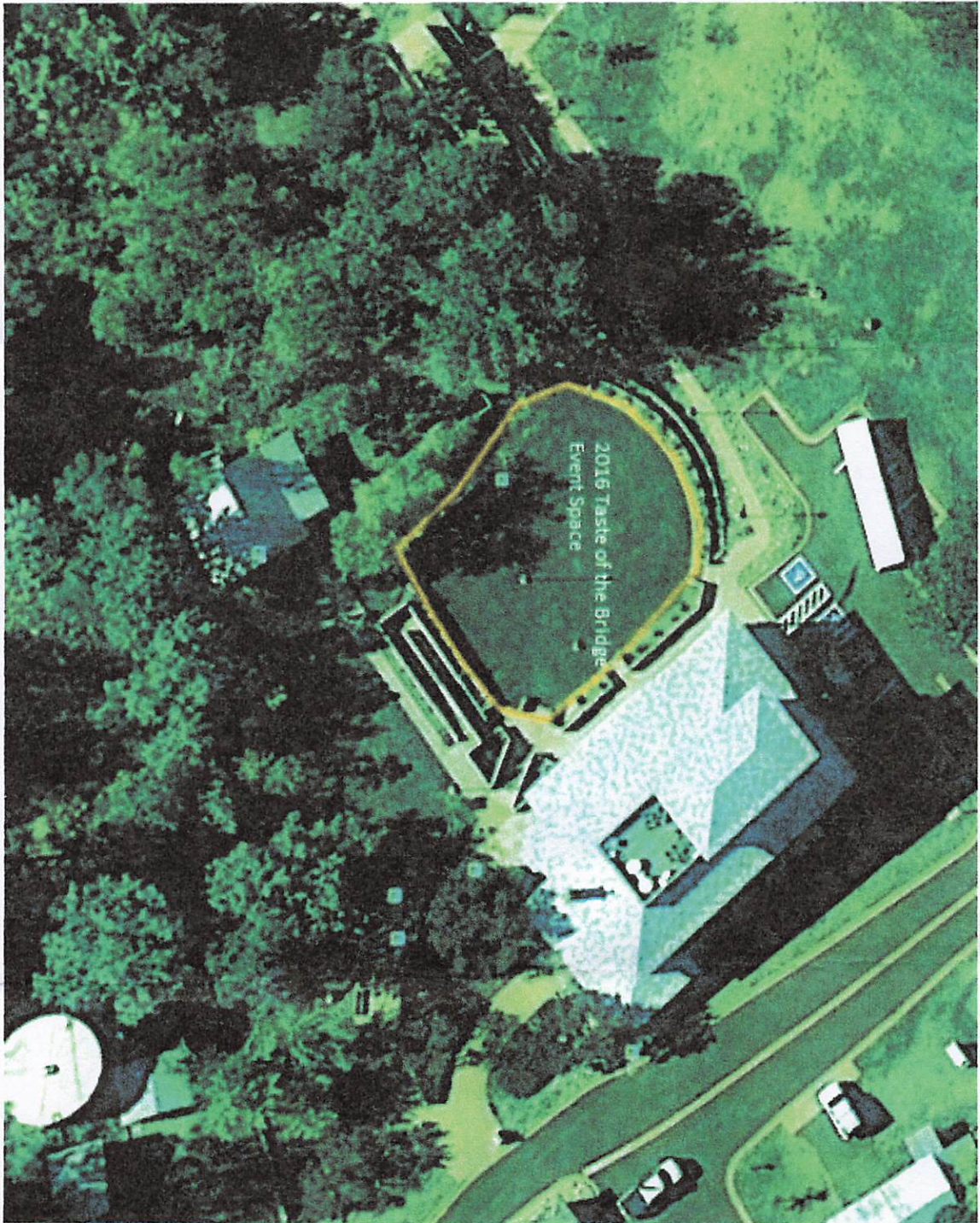
I, _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(Government Official) (Title)

On behalf of _____
(City, Town, County) Signature Date Phone

The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

AZDLLC USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____



ARF-8650

Consent Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 03/19/2024

Submitted By: Samantha Trimble, Deputy Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Pine Strawberry Fuel Reduction Inc. - Special Event Liquor License Application

Background Information

Elsa Steffanson submitted a Special Event Liquor License Application to the Board of Supervisors on behalf of Pine Strawberry Fuel Reduction Inc.

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Deputy Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This non-profit organization has properly completed the applications. If the Board of Supervisors approves them, Pine Strawberry Fuel Reduction Inc. will have used one day of the allowable ten days to serve liquor at special events in 2024.

Recommendation

The Clerk of the Board's office recommends that the Board of Supervisors approve the applications as submitted. Upon approval, the applicant has the responsibility to submit the applications to the DLLC for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by Pine Strawberry Fuel Reduction Inc. to serve liquor at the Mary Ellen Randall Horse Ranch for a special event to be held on April 20, 2024.

Attachments

Special Event liquor license application- Pine Strawberry Fuel Reduction

CSR:

Amount:



SPECIAL EVENT LICENSE

APPLICATION FEE \$25.00 PER DAY

Arizona Department of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

DLLC USE ONLY

Job #:

Date Accepted:

CSR:

License #:

Application **MUST** be submitted to the Department of Liquor 10 days prior to the event.

SECTION 1 Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Elsa Steffanson
(Must be an Officer/Member of the Non Profit Entity) Last First Middle
2. Applicant's mailing address: PO Box 67 Pine, AZ 85544
Street City State Zip
3. Applicants home/cell phone: 602-842-1955 Applicant's business phone: 602-842-1955
4. Applicant's email address: operations@psfuelreduction.org
5. Special Event Name: PSFR Car Show and Yard sale
6. Name of Non-Profit Organization, Candidate or Political Party/Gov.: Pine/Strawberry Fuel Reduction, Inc.
7. Non-Profit/IRS Tax Exempt Number: 26-1648961
8. Arizona Corporation Commission File #: 14122185 If out of State please specify: _____
(Attach letter of good standing)
9. Event Location Name: Mary Ellen Randall Horse Ranch
10. Event Address: 3180 Old County Rd, Pine, AZ 85544

Dates and Hours of Event - Days must be consecutive and may not exceed 10 consecutive days.

****SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY****

Days	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>20 April</u>	<u>Saturday</u>	<u>1000</u>	<u>1400</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY10:	_____	_____	_____	_____

SECTION 2 What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police 4 Number of Security Personnel ☐ Fencing ☒ Barriers

Must explain security measures: The property will be patrolled during hours of operation. Temporary fencing and signs will provide a barrier for unauthorized entry into
unauthorized entry into alcohol serving area. Entry/Exit points will be marked by an "X" on site map. Servers will have at least 1 person with title 4 basic liquor law training.

SECTION 3 What is the purpose of this event?

☒ On-site consumption ☐ Off-site (auction/wine/distilled spirits pull) ☐ Both

How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?
Check one of the following boxes. (R-19-318)

A) ☒ Special Event being held on an **unlicensed** premises will require approval and signature by the Local Governing Body on page 3. (If checked move to section 4)

B) ☐ Will this event be held on a currently licensed premises and within the already approved and licensed area?
(Must attach a letter from the licensed premises with an explanation of the option checked below)

- | Name of Business | License Number | Phone (Include Area Code) |
|--|----------------|---------------------------|
| <input type="checkbox"/> Place license in non-use - Special Event Licensee selling all alcohol without retailer involvement
Must attach letter from the location suspending license for duration of special event | | |
| <input type="checkbox"/> Dispense and serve all spirituous liquors under retailer's license – Business operates normally, minimum of 25% of gross revenue from alcohol sales is donated to licensee | | |
| <input type="checkbox"/> Dispense and serve all spirituous liquors under special event - The special event licensee is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be separated from any alcohol used during the special event. Must attach letter from the location suspending license for duration of special event | | |
| <input type="checkbox"/> Split premise between special event and retail location - Both the special event licensee and the retailer will conduct sales of alcohol. (These sales will be done in separate areas. If alcohol is donated or purchased by the special event licensee it must be in a separate area than the alcohol that is dispensed by the licensed retailer.) | | |
| <input type="checkbox"/> Off Sale only - Wine/Distilled Spirits Pull, Live or Silent Auctions – Retailer will still be permitted to conduct all normal sale and service of alcohol. | | |

SECTION 4

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No If yes, attach letter of explanation.

2. How many special event days have been issued to this organization during the calendar year? 0

3. Is the Organization using the services of a Special Event Contractor? (A licensee can utilize the services of a special event contractor who may purchase and sell alcohol on behalf of the licensee. If no special event contractor is listed, the licensee is responsible for the sales and service of alcohol.)

☐ Yes ☒ No If yes, please provide the Name of the Special Event Contractor: _____

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?
(Licensees who hold a series 6, 7, 11, or 12 license are automatically qualified to be the special event contractor)

☐ Yes ☒ No if yes, please provide the Name of Licensee: _____ License #: _____

5. List the name of the Individual or Organization that will receive revenues, **MUST EQUAL 100 PERCENT.**

Attach additional sheet if necessary.

Name: Pine/Strawberry Fuel Reduction, Inc. Percentage: 100 PO Box 67 Pine, AZ 85544

Address: PO Box 67 Pine, AZ 85544
Street City State Zip

Name: _____ Percentage: _____

Address: _____
Street City State Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

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APPLICANT SIGNATURE

Declaration:

I, (Print Name) Elsa Steffanson, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.



Signature

LOCAL GOVERNING BODY

Date Received: _____

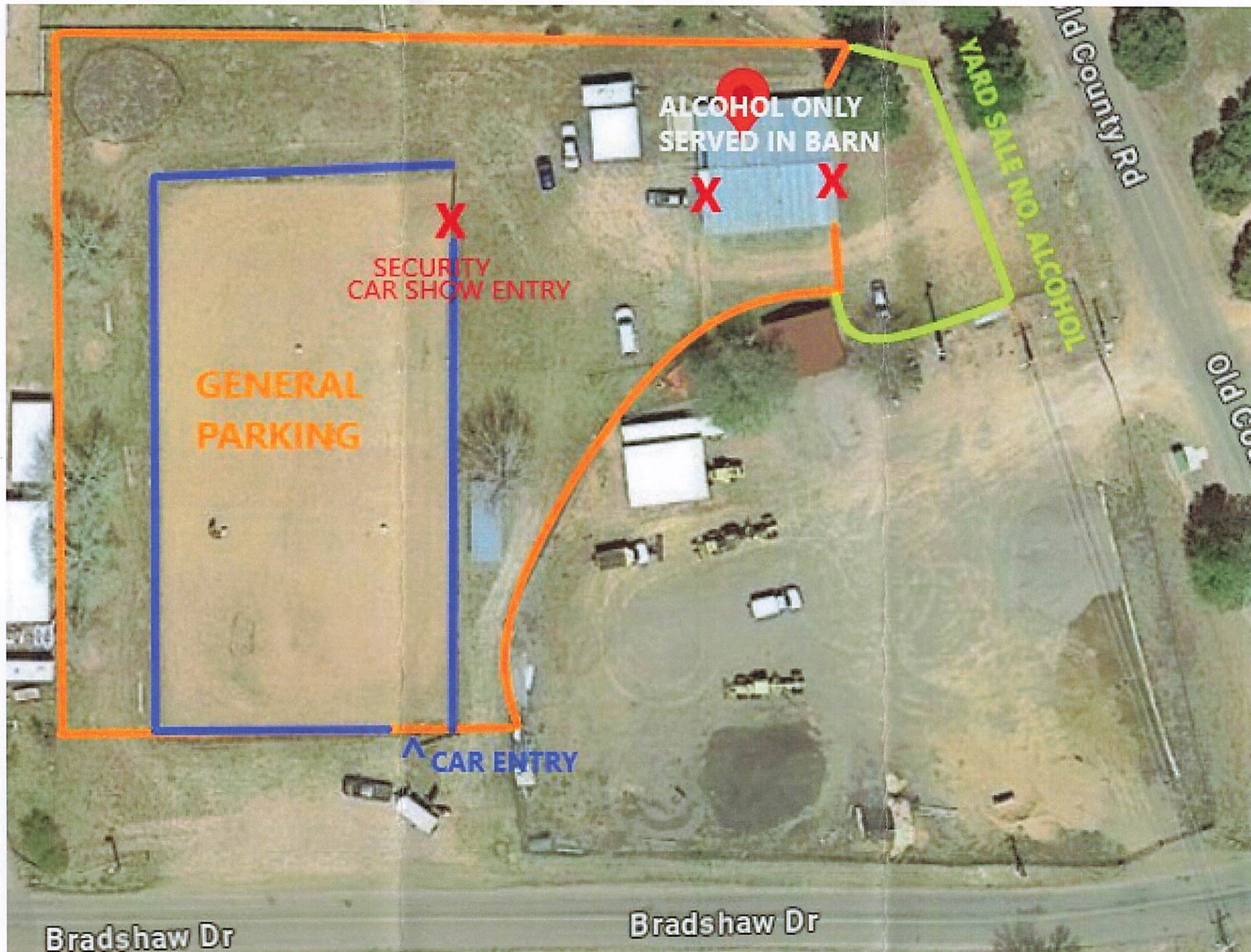
I, _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(Government Official) (Title)

On behalf of _____
(City, Town, County) Signature Date Phone

The local governing body (city, town or municipality where the fair/festival will take place) may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted.

AZDLIC USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____



Bradshaw Dr

Bradshaw Dr

Old County Rd

Old Co

ARF-8604

Consent Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 03/19/2024

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for the month of January

Submitted For: Maryn Belling, Finance Director

Submitted By: Stacey Espinoza, Administrative Assistant

Information

Subject

Report for the County Manager approved contracts under \$50,000 for the month of January.

Suggested Motion

Acknowledgment of the report for the County Manager approved contracts under \$50,000 for the month of January.

Attachments

Under \$50K Report for January

Service Agreement No 121823 with R&R Mechanical LLC

Professional Services Contract No. 122823 with Marian Heatherly
Amendment No. 1 to Professional Service Agreement No. 080123
with Desert Hill Office LLC

Amendment No. 2 JOC CTR061840 State of Arizona Procurement
with The SJ Anderson Company

Amendment No. 2 JOC CTR061840 State of Arizona Procurement
with The SJ Anderson Company

Contract Agreement No. CTR61839-EZ with Skyline Builders and
Restoration, Inc.

Contract Agreement JOC CTR061840 with The SJ Anderson
Company

Service Argeement No. 100523 with Wrangler Plumbing, Inc.

Contracts Under \$50,000 Signed by
the County Manager for the month of
January 2024

Vendor	Contract Number	Amount	Contract Term	Summary	Contract Options	Contract Cumulative
R&R Mechanical LLC	Service Agreement No. 121823	\$ 9,500.00	1/3/2024 - 1/31/2024	Contracting Services for Community Services Housing Services	New, no renewals	\$ 9,500.00
Marian Heatherly	Professional Services Contract No. 122823	75.00 Hourly	1/1/2024 - 12/31/2024	Amendment to extend the term of the contract and to increase the price for services per hour	New, no renewals	75.00 hourly
Desert Hill Office LLC	Amendment No. 1 Professional Service Agreement No. 080123	\$ 10,852.50	7/25/2023 - 6/30/2024	Amendment No. 1 will serve to extend the term of the contract to June 30, 2024 with a not to exceed dollar amount of \$10,852.50. Consultant shall provide assistance responsive to specific requests by the Director of Public Works Department to the satisfaction of the County	New, no renewals	\$ 33,319.42
SJ Anderson Company	Contract Agreement JOC CTR061840	\$ 49,834.50	4/26/2023 - 6/30/2024	Amendment No. 2 will serve to extend the term of the contract from April 26, 2023 to June 30, 2024. Concrete slab and dirt work needed to create a landing pad for the new restroom building at the fairgrounds	New, no renewals	\$ 49,834.50
SJ Anderson Company	Contract Agreement JOC CTR061840	\$ 22,222.23	2/15/2023 - 6/30/2024	Amendment No. 2 will serve to extend the term of the contract from February 15, 2023 to June 30, 2024. A civil engineering plan is needed to place new restroom building. Grading, drainage, and a utility plan will be needed in order to properly place and install new restroom building. This contract will encompass an entire engineering plan for the restroom site	New, no renewals	\$22,222.23
Skyline Builders Restoration Inc	Contract Agreement No. CTR61839-EZ	\$ 32,505.40	1/9/2024 - 12/31/2024	The Payson Sheriff's office is planning to remodel the patrol offices. The remodel will involve various aspects such as flooring, electrical, drywall, iet. This will help the Sheriff's office to optimize and repurpose the operational space, giving it more functionality. The purpose of this request to to contract Skyline Builders to remodel. Sklkyine Builders and Restoration Inc. a General Contactor is a member of the State of Arizona Cooperative contracts	New, no renewals	\$ 32,505.40
SJ Anderson Company	Contract Agreement No. CTR061840	\$ 9,322.59	1/17/2024 - 12/31/2024	The Sheriff's department has requested security fencing for the Star Valley Impound yard. The purpose of this contract request is to contract engineering services to produce drawings for the assessment	New, no renewals	\$ 9,322.59
Wrangler Plumbing Inc	Service Agreement No. 100523	\$ 5,000.00	1/17/2024 - 1/16/2025	Northern Gila County needs a contractor to handle emergency plumbing and septic services. County maintenance does not always have the expertise to handle plumbing repairs and emergencies	Contract allows original term beginning 1/17/2024 through 1/16/2025 with option to renew for 3 additional one year renewals	\$ 5,000.00

SERVICE AGREEMENT NO. 121823

CDBG 127-23-09

COMMUNITY SERVICES

THIS AGREEMENT, made and entered into this 3rd day of January, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and R&R Mechancial 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 **Community Services 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 121823** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 121823** 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 121823**, 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 "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 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
-----------------------------	-------------

- a. The policy shall be endorsed to include the following additional insured language:

PROFESSIONAL SERVICES CONTRACT NO. 122823
CONSULTANT SERVICES – MARIAN HEATHERLY

THIS AGREEMENT made and entered into this 2nd day of January 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Marian Heatherly, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid her 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 herself, her heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide assistance responsive to specific requests by James Menlove, Gila County Manager, or designee to the satisfaction of the County under the direction of the **Gila County Manager**.

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:

• Services \$75.00 per hour

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.

ARTICLE 3 – 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 in response to requests by the above listed Parties under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 4 - INDEMNIFICATION CLAUSE: 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 this 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 this Agreement subject to penalties up to and including termination of this Agreement. 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.

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 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 this 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 this Agreement subject to penalties up to and including termination of this Agreement. 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.

ARTICLE 7 – 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.

The Consultant further agrees that if the Consultant becomes aware, during the term of the Agreement, that the Consultant is not in compliance with this Certification, the Consultant shall notify the County within 5 business days after becoming aware of the non-compliance. If the Consultant 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 – 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 11 – 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 12 – 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 13– TERM: The term of the contract commences on the date it is signed by the County Manager and continue in full force and effect up through and including December 31, 2024, unless

terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional (6) six-month periods.

ARTICLE 14 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$75.00 per hour for services, *if required during the term of this contract.*

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

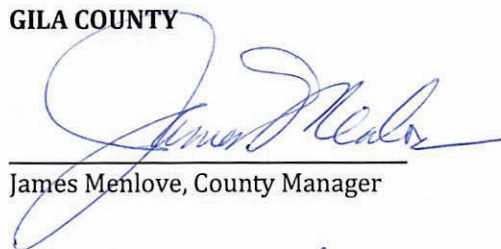
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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. 122823 has been duly executed by the parties hereinabove named, on the date and year first above written.

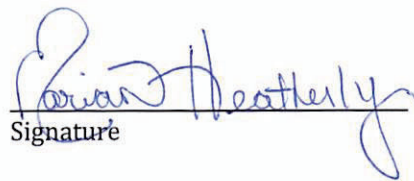
GILA COUNTY



James Menlove, County Manager

Date: 1-2-2024

MARIAN HEATHERLY



Signature

Date: _____

EXECUTIVE SUMMARY

Contract Name: Consultant Services

Contract No.: 080123

Statement of Purpose and Need: Amendment No. 1 will serve to extend the term of the contract to June 30, 2024 with a not to exceed dollar amount of \$10,852.00. Consultant shall provide assistance responsive to specific requests by the Director of Public Works Department to the satisfaction of the County under the directions of Homero Vela or designee in the capacity of the former Public Works Fiscal Services Manager. Agreement work will consist of assisting staff and train on day-to-day operations and budgets.

Contract End Date: 07-25-2023 to 06-30-2024

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: Not to exceed \$10,852.00

Contract Information

Firm Name: Desert Hill Office, LLC

Contact
Person:

Shannon Coons

Address: 130 Charlenes Ln

Phone No: (928) 200-1999

City: Globe

State: AZ 85501

Fax: _____

Email: deserthilloffice@gmail.com

Fund: Public Works/Public Works/Administration
Services/Non-specified/Professional services
Consulting

Type of Funds:

☐ Restricted

☐ Grant

☐ General Fund

☐ Other

Fund Code: 6500.341.505.000.4210.40

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes:



AMENDMENT NO. 1

The following amendments are hereby incorporated into the agreement for the below project

PROFESSIONAL SERVICE AGREEMENT NO. 080123

Effective August 4, 2023, Gila County and Desert Hill Office, LLC entered into a contract whereby Desert Hill Office, LLC agreed to provide Consulting Services.

The contract term expires on January 30, 2024. Public Works would like to extend the term of the contract to June 30, 2024, due to the needed time to complete the project.

Amendment No. 1 to Professional Service Agreement No. 080123 will serve to extend the term of the contract to June 30, 2024, with a not to exceed dollar amount of \$10,852.50.

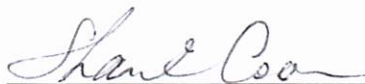
All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the August 04, 2023, to June 30, 2024, contract term.

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 9th day of January, 2024.

GILA COUNTY

DESERT HILL OFFICE LLC


James Menlove, County Manager


Signature

Date: 1-9-2024

Shannon E. Coons
Print Name

CONTRACT AGREEMENT

Contract Name: Amendment No. 2 Fairgrounds – Prefab Bathroom Slab & Earthwork

Contract No.: JOC CTR061840 State of Arizona Procurement Office

Statement of Purpose and Need: Gila County wishes to utilize The SJ Anderson Company for Fairgrounds – Prefab Bathroom Slab & Earthwork. Amendment No. 2 will serve to extend the term of the contract from April 26, 2023 to June 30, 2024. Amendment No. 1 had served to extend the term of the contract from April 26, 2023 to December 31, 2023. All Documents executed by the State of Arizona on Contract No. JOC CTR061840, apply to this procurement between Gila County and The SJ Anderson Company.

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 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 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.

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.

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.

CERTIFICATION OF NO ISRAEL BOYCOTT: Contractor is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel. A.R.S. § 35-393.01.

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.

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.

Contract End Date: 04-26-2023 to 12-31-2023

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$49,834.50

Contract Information

Firm Name: The SJ Anderson Company Contact Person: Julie Ryan

Address: 3514 N. Power Rd., Bldg 5 #129 Phone No: 480-539-4187

City: Mesa State: AZ 85215 Fax: _____ Email: julie@thesjanderson.com

Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative – Procure AZ, for cooperative purchasing. By using the State contract with The SJ Anderson Company, it will save the county in both time and money for a rate that has already been established in the State of Arizona bidding process.

Authorization to use Arizona State Purchasing Cooperative – Procure AZ, JOC Contract No. CTR061840, for Fairgrounds-Prefab Bathroom Slab & Earthwork approved this 9th day of January 2023.

GILA COUNTY


James Menlove, County Manager

The SJ Anderson Company


Signature

Date: 1-9-2023

SJ Anderson President
Print Name and Title

Date: _____

CONTRACT AGREEMENT

Contract Name: Amendment No. 2 Fairgrounds – Civil Prefab Bathroom
Slab & Earthwork-Site Engineering for Restroom

Contract No.: JOC CTR061840 State of
Arizona Procurement Office

Statement of Purpose and Need: Gila County wishes to utilize The SJ Anderson Company for Fairgrounds – Civil Prefab Bathroom Slab & Earthwork-Site Engineering for Restroom. Amendment No. 2 will serve to extend the term of the contract from February 15, 2023 to June 30, 2024. Amendment No. 1 had served to extend the term of the contract from February 15, 2023 to December 31, 2023. All Documents executed by the State of Arizona on Contract No. JOC CTR061840, apply to this procurement between Gila County and The SJ Anderson Company.

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.

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.

CERTIFICATION OF NO ISRAEL BOYCOTT: Contractor is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel. A.R.S. § 35-393.01.

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.

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.

Contract End Date: 02-15-2023 to 06-30-2024

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$22,222.23

Contract Information

Firm Name: The SJ Anderson Company Contact Person: Julie Ryan

Address: 3514 N. Power Rd., Bldg 5 #129 Phone No: 480-539-4187

City: Mesa State: AZ 85215 Fax: _____ Email: julie@thesjanderson.com

Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative – Procure AZ, for cooperative purchasing. By using the State contract with The SJ Anderson Company, it will save the county in both time and money for a rate that has already been established in the State of Arizona bidding process.

Authorization to use Arizona State Purchasing Cooperative – Procure AZ, JOC Contract No. CTR061840, for Fairgrounds-Civil Prefab Bathroom Slab & Earthwork-Site Engineering for Restroom approved this 4th day of January 2024.

GILA COUNTY


James Menlove, County Manager

The S J Anderson Company


Signature

Date: 1.9.2024

Scott Anderson
Print Name and Title

Date: _____

CONTRACT AGREEMENT NO. CTR61839-EZ

Contract Name: Sheriff's Squadron Patrol Room Renovation

Contract No.: CTR61839-ez

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 082223, made and entered into this 9th day of January, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Skyline Builders and Restoration, Inc., of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

STATEMENT AND PURPOSE OF NEED:

Provide labor, equipment, and material to remodel squad room.

Demo work to include existing ceiling tiles, existing lighting, and existing flooring.

New work to include installing new ceiling tile, prime/painting ceiling grid & diffusers, hanging gypsum board. over existing wood siding, prime/painting all walls, install new VCT & rubber base, install (3) new electrical circuits with wiring to (2) fixture whips/poles, and (3) outlets.

CERTIFICATION OF NO FORCED LABOR OF ETHNIC UYGHURS: The Contractor does not currently, and agrees for the duration of this Agreement that the Contractor 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 Contractor further agrees that if the Contractor becomes aware, during the term of the Agreement, that the Contractor is not in compliance with this Certification, the Contractor shall notify the County within 5 business days after becoming aware of the non-compliance. If the Contractor does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

Contract End Date: 12-31-24

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$32,505.40

Contract Information

Firm Name: Skyline Builders and Restoration, Inc.

Contact Person: Michael Lee

Address: 2401 N. 24th Avenue

Phone No: 602-404-0842

City: Phoenix

State: AZ 85009

Fax: 602-404-0843

Email: Mike@azsbr.com

CONTRACT AGREEMENT NO. CTR61839-EZ


IN WITNESS WHEREOF, Service Agreement No. has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Skyline Builders and Restoration, Inc.



James Menlove, County Manager



Signature

Date: 1-9-2024

Michael N Lee, President

Print Name and Title

Date: _____

CONTRACT AGREEMENT NO. CTR061840

Contract Name: Star Valley Impound Yard Fence Assessment

Contract No.:

STATE OF ARIZONA CONTRACT
NO. CTR061840

THIS AGREEMENT NO. CTR061840, made and entered into this 17th day of January, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and The S J Anderson Company, of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

STATEMENT AND PURPOSE OF NEED: Preparation of a site plan.

- 1) Prepare detailed drawings of K-rail security fence attachment.
- 2) Prepare detail drawings of security fence top access barrier.
- 3) Prepare detail drawings of security fence continuous attachment devices.
- 4) Prepare detail drawings of non-climb mesh or sheeting installation.
- 5) Prepare detail drawings of security access gates and locking devices.
- 6) Provide additional detailed drawings as required.

CERTIFICATION OF NO FORCED LABOR OF ETHNIC UYGHURS: The Contractor does not currently, and agrees for the duration of this Agreement that the Contractor 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 Contractor further agrees that if the Contractor becomes aware, during the term of the Agreement, that the Contractor is not in compliance with this Certification, the Contractor shall notify the County within 5 business days after becoming aware of the non-compliance. If the Contractor does not remedy the non-compliance within 180-days after sending notice of non-compliance, this Agreement shall automatically terminate.

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.

Contract End Date: 12-31-24

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$9,322.59

Contract Information

Firm Name: The S J Anderson Company Contact Person: Julie Ryan

Address: 3514 N. Power Rd. Bldg 5 #129 Phone No: 602-906-1116

City: Mesa State: AZ, 85215 Fax: _____ Email: Julie@thesjanderson.com

GILA COUNTY



James Menlove, County Manager

Date: 1.17.2024

THE SJ ANDERSON COMPANY



Signature

Scott Anderson PRESIDENT

Print Name and Title

Date: _____

SERVICE AGREEMENT NO. 100523
ON-CALL PLUMBING NORTHERN GILA COUNTY
FACILITIES & LAND MANAGEMENT

THIS AGREEMENT, made and entered into this 17th day of January, 2024, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Wrangler Plumbing Inc., 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 Facilities & Land Management 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 100523 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement 100523 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 100523, 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 "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 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
Annual Aggregate

\$1,000,000
\$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 Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to schaidez@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 – CERTIFICATION OF NO ISRAEL BOYCOTT: The Company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel.

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 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – 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 15 – 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 16 – 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 17 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$5,000.00 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. 100523 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


James Menlove, County Manager

Date: 1.17.2024

WRANGLER PLUMBING INC.


Signature

Luke Weissert
Print Name

ARF-8626

Consent Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 03/19/2024

Reporting Period: February 1, 2024 - February 29, 2024

Submitted For: Amber Warden, Accounting Manager

Submitted By: Amber Warden, Accounting Manager

Information

Subject

Finance reports/demands/transfers for the reporting period of February 1, 2024, through February 29, 2024.

Suggested Motion

Approval of finance reports/demands/transfers for the reporting period of February 1, 2024, through February 29, 2024.

Attachments

Finance Report 02-01-24 to 02-29-24

Finance Report 02-01-24 to 02-29-24 Voids

Payment Register

From Payment Date: 2/1/2024 - To Payment Date: 2/29/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
<u>Check</u>							
327261	02/01/2024	Reconciled		02/08/2024	Accounts Payable	Arizona Department of Economic Security	\$6,720.00
327262	02/01/2024	Reconciled		02/08/2024	Accounts Payable	Arizona Public Service	\$357.19
327263	02/01/2024	Reconciled		02/13/2024	Accounts Payable	Arizona State Prison Complex - Safford	\$274.04
327264	02/01/2024	Reconciled		02/07/2024	Accounts Payable	ATC Group Services LLC	\$40,691.29
327266	02/01/2024	Reconciled		02/15/2024	Accounts Payable	Benedetto, Malinda	\$118.99
327267	02/01/2024	Reconciled		02/12/2024	Accounts Payable	Bryan, Michael, C	\$900.00
327268	02/01/2024	Reconciled		02/14/2024	Accounts Payable	Burnette , Vino	\$265.76
327269	02/01/2024	Reconciled		02/09/2024	Accounts Payable	CentralSquare Technologies, LLC	\$2,430.00
327270	02/01/2024	Reconciled		02/06/2024	Accounts Payable	CenturyLink	\$908.84
327271	02/01/2024	Reconciled		02/07/2024	Accounts Payable	Cobre Valley Publishing	\$250.00
327272	02/01/2024	Reconciled		02/08/2024	Accounts Payable	Cobre Valley Publishing	\$663.20
327273	02/01/2024	Reconciled		02/07/2024	Accounts Payable	Cobre Valley Regional Medical Center	\$115.00
327274	02/01/2024	Reconciled		02/07/2024	Accounts Payable	Courtesy Ford of Globe LLC	\$9,797.51
327275	02/01/2024	Reconciled		02/22/2024	Accounts Payable	Davies, Beth, A	\$150.00
327276	02/01/2024	Reconciled		02/07/2024	Accounts Payable	DJ's Companies, Inc.	\$533.00
327277	02/01/2024	Reconciled		02/06/2024	Accounts Payable	Empire Southwest LLC	\$69.55
327278	02/01/2024	Reconciled		02/23/2024	Accounts Payable	Gresco Supply Inc	\$4,498.26
327279	02/01/2024	Reconciled		02/09/2024	Accounts Payable	Griffin's Propane, Inc.	\$301.08
327280	02/01/2024	Reconciled		02/07/2024	Accounts Payable	Healthcare Medical Waste Services	\$124.50
327281	02/01/2024	Reconciled		02/12/2024	Accounts Payable	Heritage-Crystal Clean LLC	\$703.63
327282	02/01/2024	Reconciled		02/26/2024	Accounts Payable	Hernandez, Sylvia , A	\$260.00
327283	02/01/2024	Reconciled		02/09/2024	Accounts Payable	JaniServ Inc	\$14,491.80
327284	02/01/2024	Reconciled		02/08/2024	Accounts Payable	Jerry B. DeRose, P.C.	\$1,435.00
327285	02/01/2024	Reconciled		02/09/2024	Accounts Payable	Konica Minolta Business Solutions U.S.A. Inc.	\$11.67
327286	02/01/2024	Reconciled		02/06/2024	Accounts Payable	Little , Dorothy, A	\$560.00
327287	02/01/2024	Reconciled		02/06/2024	Accounts Payable	Messinger Payson Funeral Home	\$435.00
327288	02/01/2024	Reconciled		02/06/2024	Accounts Payable	MTE Communications	\$103.94
327289	02/01/2024	Reconciled		02/09/2024	Accounts Payable	Napa Auto Parts	\$522.57
327290	02/01/2024	Reconciled		02/07/2024	Accounts Payable	Neil, Steve	\$111.35
327291	02/01/2024	Reconciled		02/09/2024	Accounts Payable	O'Reilys Auto Parts	\$521.19

Payment Register

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327292	02/01/2024	Reconciled	02/07/2024	Accounts Payable	Occupational Health Centers of the Southwest, P.A.	\$402.00
327293	02/01/2024	Reconciled	02/08/2024	Accounts Payable	Payson Carquest	\$85.37
327294	02/01/2024	Reconciled	02/08/2024	Accounts Payable	Payson Roundup Newspaper	\$185.80
327295	02/01/2024	Reconciled	02/20/2024	Accounts Payable	Pearson, Buffie	\$78.25
327296	02/01/2024	Reconciled	02/06/2024	Accounts Payable	Ripple Reporting LLC	\$6,446.00
327297	02/01/2024	Reconciled	02/07/2024	Accounts Payable	RKS Auto Parts	\$310.97
327298	02/01/2024	Reconciled	02/14/2024	Accounts Payable	San Tan Recon	\$1,900.00
327299	02/01/2024	Reconciled	02/29/2024	Accounts Payable	Sanders, Jacque, C	\$1,426.72
327300	02/01/2024	Reconciled	02/07/2024	Accounts Payable	Southwest Gas	\$2,095.86
327301	02/01/2024	Reconciled	02/08/2024	Accounts Payable	Southwest Gas	\$1,446.81
327302	02/01/2024	Reconciled	02/13/2024	Accounts Payable	Sparkletts Water	\$596.00
327303	02/01/2024	Reconciled	02/12/2024	Accounts Payable	Sparklight	\$160.88
327304	02/01/2024	Reconciled	02/08/2024	Accounts Payable	SPOK, Inc.	\$34.54
327305	02/01/2024	Reconciled	02/16/2024	Accounts Payable	The Arizona Partnership for Immunization	\$749.56
327306	02/01/2024	Reconciled	02/08/2024	Accounts Payable	Thyssenkrupp Elevator Corporation	\$2,394.00
327307	02/01/2024	Reconciled	02/22/2024	Accounts Payable	Tonto Basin Chamber of Commerce	\$25.00
327308	02/01/2024	Reconciled	02/08/2024	Accounts Payable	UniFirst Corporation	\$534.96
327309	02/01/2024	Reconciled	02/12/2024	Accounts Payable	Visus Engineering Construction, Inc	\$34,979.20
327310	02/01/2024	Reconciled	02/08/2024	Accounts Payable	Voakes, Donald, R	\$375.00
327312	02/02/2024	Reconciled	02/28/2024	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$3,154.41
327313	02/02/2024	Reconciled	02/06/2024	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST	\$249,770.23
327314	02/02/2024	Reconciled	02/02/2024	Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$203,904.11
327315	02/02/2024	Reconciled	02/13/2024	Accounts Payable	AZCOPS	\$13.50
327316	02/02/2024	Reconciled	02/07/2024	Accounts Payable	CHILD SUPPORT SERVICES MONTANA	\$189.00
327317	02/02/2024	Open		Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE	\$3,488.90
327318	02/02/2024	Reconciled	02/28/2024	Accounts Payable	CORP - AOC	\$19,771.77
327319	02/02/2024	Reconciled	02/28/2024	Accounts Payable	CORP - DISPATCHER	\$420.10
327320	02/02/2024	Reconciled	02/28/2024	Accounts Payable	Corrections Officer Retirement Plan	\$8,623.34
327321	02/02/2024	Reconciled	02/28/2024	Accounts Payable	ELECTED OFFICIALS DEFINED CONTRIBUTION	\$50.68
327322	02/02/2024	Reconciled	02/28/2024	Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN	\$13,906.95
327323	02/02/2024	Reconciled	02/28/2024	Accounts Payable	EORP LEGACY	\$20,384.51
327324	02/02/2024	Reconciled	02/14/2024	Accounts Payable	FIDUCIARY TRUST COMPANY OF NEW HAMPSHIRE	\$387.50
327325	02/02/2024	Reconciled	02/08/2024	Accounts Payable	FRATERNAL ORDER OF POLICE	\$104.96
327326	02/02/2024	Reconciled	02/02/2024	Accounts Payable	GILSBAR FSA	\$1,434.70

Payment Register

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327327	02/02/2024	Reconciled	02/02/2024	Accounts Payable	GILSBAR HSA	\$3,808.32
327328	02/02/2024	Reconciled	02/02/2024	Accounts Payable	JP MORGAN CHASE DOR	\$27,515.51
327329	02/02/2024	Reconciled	02/02/2024	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$86,559.19
327330	02/02/2024	Reconciled	02/02/2024	Accounts Payable	JP MORGAN CHASE FICA EE	\$72,181.81
327331	02/02/2024	Reconciled	02/02/2024	Accounts Payable	JP MORGAN CHASE FICA ER	\$72,181.81
327332	02/02/2024	Reconciled	02/02/2024	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$17,066.72
327333	02/02/2024	Reconciled	02/02/2024	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$17,066.72
327334	02/02/2024	Reconciled	02/08/2024	Accounts Payable	METLIFE	\$100.00
327335	02/02/2024	Reconciled	02/29/2024	Accounts Payable	MODERN WOODMEN OF AMERICA	\$3.88
327336	02/02/2024	Reconciled	02/09/2024	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$8,433.16
327337	02/02/2024	Reconciled	02/09/2024	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$2,490.00
327338	02/02/2024	Reconciled	02/27/2024	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$11,353.17
327339	02/02/2024	Open		Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$700.00
327340	02/02/2024	Reconciled	02/28/2024	Accounts Payable	Public Safety Personnel Retirement System	\$18,673.53
327341	02/02/2024	Reconciled	02/15/2024	Accounts Payable	SECURITY BENEFIT GROUP	\$2,048.33
327342	02/02/2024	Reconciled	02/08/2024	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,333.35
327343	02/02/2024	Reconciled	02/12/2024	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	\$409.46
327344	02/02/2024	Reconciled	02/06/2024	Accounts Payable	United Auto Credit Corporation	\$93.52
327345	02/02/2024	Open		Accounts Payable	United Fund of Globe-Miami, Inc.	\$89.62
327346	02/05/2024	Reconciled	02/12/2024	Accounts Payable	Advanced Controls Corporation	\$4,079.00
327347	02/05/2024	Reconciled	02/21/2024	Accounts Payable	Alaniz, Justin	\$150.00
327348	02/05/2024	Reconciled	02/13/2024	Accounts Payable	Arizona Supreme Court	\$10,000.00
327349	02/05/2024	Open		Accounts Payable	Autozone Stores LLC	\$42.11
327350	02/05/2024	Reconciled	02/21/2024	Accounts Payable	C&M Communications LLC	\$180.00
327351	02/05/2024	Reconciled	02/09/2024	Accounts Payable	Courtesy Ford of Globe LLC	\$270.06
327352	02/05/2024	Reconciled	02/08/2024	Accounts Payable	Debrigida Law Offices, PLLC	\$6,300.00
327353	02/05/2024	Reconciled	02/14/2024	Accounts Payable	Dooly, Larry, A	\$81.20
327354	02/05/2024	Reconciled	02/08/2024	Accounts Payable	Earth Mover Tire Sales, Inc.	\$8,050.56
327355	02/05/2024	Reconciled	02/09/2024	Accounts Payable	Empire Southwest LLC	\$790.94
327356	02/05/2024	Reconciled	02/09/2024	Accounts Payable	FX Tactical, LLC.	\$57.24
327357	02/05/2024	Reconciled	02/13/2024	Accounts Payable	Gale	\$234.82
327358	02/05/2024	Reconciled	03/01/2024	Accounts Payable	Haverland, Mike , Lance	\$67.50
327359	02/05/2024	Open		Accounts Payable	Huddleston, James, E	\$60.00
327360	02/05/2024	Reconciled	02/12/2024	Accounts Payable	Iron Mountain	\$812.97

Payment Register

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327361	02/05/2024	Reconciled	02/12/2024	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$565.99
327362	02/05/2024	Reconciled	02/13/2024	Accounts Payable	Konica Minolta Business Solutions U.S.A. Inc.	\$148.74
327363	02/05/2024	Reconciled	02/21/2024	Accounts Payable	Lamont Mortuary of Globe	\$740.00
327364	02/05/2024	Reconciled	02/08/2024	Accounts Payable	Martinez, Lori	\$255.00
327365	02/05/2024	Reconciled	02/14/2024	Accounts Payable	Microage	\$13,856.16
327366	02/05/2024	Reconciled	02/21/2024	Accounts Payable	Mountain View Dentistry	\$3,453.93
327367	02/05/2024	Reconciled	02/12/2024	Accounts Payable	Multitech	\$90.00
327368	02/05/2024	Reconciled	02/09/2024	Accounts Payable	Napa Auto Parts	\$49.22
327369	02/05/2024	Reconciled	02/08/2024	Accounts Payable	Otero, Ricardo	\$150.00
327370	02/05/2024	Reconciled	02/14/2024	Accounts Payable	Payson Carquest	\$56.38
327371	02/05/2024	Open		Accounts Payable	Quality Pumping	\$186.12
327372	02/05/2024	Reconciled	02/13/2024	Accounts Payable	Ricoh USA, Inc.	\$59.07
327373	02/05/2024	Reconciled	02/13/2024	Accounts Payable	RKS Auto Parts	\$44.95
327374	02/05/2024	Reconciled	02/13/2024	Accounts Payable	Shred-It	\$25.34
327375	02/05/2024	Reconciled	02/08/2024	Accounts Payable	Sonora Behavioral Health Hospital, LLC	\$4,330.00
327376	02/05/2024	Reconciled	02/13/2024	Accounts Payable	Sparkletts Water	\$24.00
327377	02/05/2024	Reconciled	02/12/2024	Accounts Payable	State of Arizona	\$117,767.00
327378	02/05/2024	Reconciled	02/08/2024	Accounts Payable	Stephen R. Jones Attorney at Law, PLLC	\$3,102.85
327379	02/05/2024	Reconciled	02/13/2024	Accounts Payable	T-Mobile USA Inc.	\$598.11
327380	02/05/2024	Reconciled	02/16/2024	Accounts Payable	Thyssenkrupp Elevator Corporation	\$863.25
327381	02/05/2024	Reconciled	02/15/2024	Accounts Payable	Tim's Tire , LLC	\$1,039.17
327382	02/05/2024	Reconciled	02/29/2024	Accounts Payable	Tri-City Fire District	\$42.19
327383	02/05/2024	Reconciled	02/12/2024	Accounts Payable	Trinity Services Group, Inc.	\$26,169.50
327384	02/05/2024	Reconciled	02/12/2024	Accounts Payable	UniFirst Corporation	\$556.87
327386	02/05/2024	Reconciled	02/14/2024	Accounts Payable	Waters Sparkletts of Payson, LLC	\$372.00
327387	02/05/2024	Reconciled	02/13/2024	Accounts Payable	Wist Office Products Company	\$54.13
327388	02/05/2024	Reconciled	02/13/2024	Accounts Payable	Patten, Titania	\$10.00
327389	02/05/2024	Reconciled	02/21/2024	Accounts Payable	Arizona Department of Administration	\$1,247.14
327390	02/07/2024	Open		Accounts Payable	A Foreign Language Service	\$195.00
327391	02/07/2024	Reconciled	02/12/2024	Accounts Payable	ADP Interpreting, LLC	\$160.00
327392	02/07/2024	Reconciled	02/14/2024	Accounts Payable	All Copy Product Inc	\$60.66
327393	02/07/2024	Reconciled	02/13/2024	Accounts Payable	Allegiance Builders LLC	\$11,041.00
327394	02/07/2024	Reconciled	02/13/2024	Accounts Payable	Americana Polygraph & Private Investigation Srvs	\$350.00
327395	02/07/2024	Open		Accounts Payable	Arizona Animal Control Association	\$75.00

Payment Register

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327396	02/07/2024	Reconciled	02/16/2024	Accounts Payable	Arizona Energy Management & Remodel LLC	\$2,009.02
327397	02/07/2024	Reconciled	02/15/2024	Accounts Payable	Arizona Water Company	\$1,345.93
327398	02/07/2024	Reconciled	02/14/2024	Accounts Payable	AT&T Mobility LLC	\$87.06
327399	02/07/2024	Reconciled	02/12/2024	Accounts Payable	Atomic Pest Control	\$1,200.00
327400	02/07/2024	Reconciled	02/16/2024	Accounts Payable	Cardinal Health 110, LLC	\$897.80
327401	02/07/2024	Reconciled	02/14/2024	Accounts Payable	Cedar Grove Mobile Home Park LLC	\$539.98
327402	02/07/2024	Reconciled	02/14/2024	Accounts Payable	Center for Disease Detection LLC	\$220.50
327403	02/07/2024	Reconciled	02/13/2024	Accounts Payable	CenturyLink	\$1,852.31
327404	02/07/2024	Reconciled	02/13/2024	Accounts Payable	CenturyLink Business Services	\$1,946.95
327405	02/07/2024	Reconciled	02/12/2024	Accounts Payable	Clark Arizona Legal Services	\$7,425.00
327406	02/07/2024	Reconciled	02/14/2024	Accounts Payable	Cobre Valley Publishing	\$167.65
327407	02/07/2024	Reconciled	02/13/2024	Accounts Payable	Cobre Valley Regional Medical Center	\$258.57
327408	02/07/2024	Reconciled	02/15/2024	Accounts Payable	CorrectCare Integrated Health LLC	\$552.00
327409	02/07/2024	Reconciled	02/12/2024	Accounts Payable	Courtesy Ford of Globe LLC	\$54.39
327410	02/07/2024	Reconciled	02/14/2024	Accounts Payable	Diamond M Dental	\$248.80
327411	02/07/2024	Reconciled	02/13/2024	Accounts Payable	Ecolab USA Inc	\$99.91
327412	02/07/2024	Reconciled	02/12/2024	Accounts Payable	Emily Danies Attorney at Law LLC	\$6,000.00
327413	02/07/2024	Reconciled	02/13/2024	Accounts Payable	Empire Southwest LLC	\$2,581.93
327414	02/07/2024	Reconciled	02/09/2024	Accounts Payable	Gila County Government	\$66.25
327415	02/07/2024	Reconciled	02/14/2024	Accounts Payable	Gila Sweeping LLC	\$590.00
327416	02/07/2024	Reconciled	02/13/2024	Accounts Payable	Green Valley Water	\$390.92
327417	02/07/2024	Reconciled	02/15/2024	Accounts Payable	Highstreet Designs LLC	\$130.05
327418	02/07/2024	Reconciled	02/21/2024	Accounts Payable	Hinds, Betty	\$1,400.00
327419	02/07/2024	Reconciled	02/27/2024	Accounts Payable	Hoey, Michelle, D	\$55.43
327420	02/07/2024	Reconciled	02/21/2024	Accounts Payable	Huntsman Transport	\$1,225.00
327421	02/07/2024	Reconciled	02/14/2024	Accounts Payable	Interstate Copy Shop	\$107.19
327422	02/07/2024	Reconciled	02/15/2024	Accounts Payable	Investment Group of Payson	\$415.00
327423	02/07/2024	Reconciled	02/12/2024	Accounts Payable	JC Wordsmith Translation & Interpretation Inc.	\$1,760.69
327424	02/07/2024	Reconciled	02/14/2024	Accounts Payable	JCloud Law, P.C.	\$6,300.00
327425	02/07/2024	Reconciled	02/13/2024	Accounts Payable	John S. Perlman	\$2,130.48
327426	02/07/2024	Reconciled	02/23/2024	Accounts Payable	Labonte, Cole	\$150.70
327427	02/07/2024	Reconciled	02/14/2024	Accounts Payable	Law Office of Eric G Crocker PLC	\$6,300.00
327428	02/07/2024	Reconciled	02/15/2024	Accounts Payable	LBiSat LLC	\$304.00
327429	02/07/2024	Reconciled	02/14/2024	Accounts Payable	McKesson Medical-Surgical Government Solutions LLC	\$104.08

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327430	02/07/2024	Reconciled	02/13/2024	Accounts Payable	Messinger Payson Funeral Home	\$716.33
327431	02/07/2024	Reconciled	02/15/2024	Accounts Payable	Mountaingate Estates LLC	\$1,029.11
327432	02/07/2024	Reconciled	02/13/2024	Accounts Payable	Multitech	\$16.00
327433	02/07/2024	Reconciled	02/13/2024	Accounts Payable	Napa Auto Parts	\$1,670.36
327434	02/07/2024	Reconciled	02/20/2024	Accounts Payable	O'Reilys Auto Parts	\$203.51
327435	02/07/2024	Reconciled	02/16/2024	Accounts Payable	Oak Realty	\$200.00
327436	02/07/2024	Reconciled	02/12/2024	Accounts Payable	Occupational Health Centers of the Southwest, P.A.	\$474.00
327437	02/07/2024	Reconciled	02/20/2024	Accounts Payable	OffenderWatch	\$35.00
327438	02/07/2024	Reconciled	02/21/2024	Accounts Payable	Old Main Storage	\$435.00
327439	02/07/2024	Reconciled	02/21/2024	Accounts Payable	Patriot Remodel & Repair LLC	\$600.00
327440	02/07/2024	Reconciled	02/14/2024	Accounts Payable	Payson Carquest	\$86.19
327441	02/07/2024	Reconciled	02/16/2024	Accounts Payable	Payson Roundup Newspaper	\$53.97
327442	02/07/2024	Reconciled	02/21/2024	Accounts Payable	Payson Unified School District #10	\$150.00
327443	02/07/2024	Reconciled	02/20/2024	Accounts Payable	Pitney Bowes Inc	\$29.60
327444	02/07/2024	Reconciled	02/20/2024	Accounts Payable	Policy Development Group Inc.	\$15,000.00
327445	02/07/2024	Reconciled	02/14/2024	Accounts Payable	Postnet Postal & Business Services	\$435.18
327446	02/07/2024	Reconciled	02/14/2024	Accounts Payable	ProForce Law Enforcement	\$2,750.00
327447	02/07/2024	Reconciled	02/13/2024	Accounts Payable	Queen Creek Law Firm	\$2,500.00
327448	02/07/2024	Reconciled	02/21/2024	Accounts Payable	R&M Repeater	\$1,488.05
327449	02/07/2024	Reconciled	02/13/2024	Accounts Payable	R&S Northeast LLC	\$534.34
327450	02/07/2024	Reconciled	02/16/2024	Accounts Payable	Razor Thin Media, LLC	\$2,000.00
327451	02/07/2024	Reconciled	02/13/2024	Accounts Payable	Ripple Reporting LLC	\$1,461.50
327452	02/07/2024	Reconciled	02/14/2024	Accounts Payable	RKS Auto Parts	\$687.11
327453	02/07/2024	Reconciled	02/15/2024	Accounts Payable	Rohtert, Jannette, C	\$600.00
327454	02/07/2024	Reconciled	02/29/2024	Accounts Payable	Roosevelt Lake Inn	\$2,050.00
327455	02/07/2024	Reconciled	02/26/2024	Accounts Payable	Saguaro Diving & Sports Inc.	\$23.01
327456	02/07/2024	Reconciled	02/12/2024	Accounts Payable	Sanders Family Transport	\$1,230.00
327457	02/07/2024	Reconciled	02/13/2024	Accounts Payable	Senergy Petroleum	\$701.13
327458	02/07/2024	Open		Accounts Payable	Service Plus	\$340.00
327459	02/07/2024	Reconciled	02/12/2024	Accounts Payable	Smith, Stephen, B	\$1,586.00
327460	02/07/2024	Reconciled	02/13/2024	Accounts Payable	Smiths Detection Inc.	\$4,413.31
327461	02/07/2024	Reconciled	02/20/2024	Accounts Payable	Sobampo, Francisco, J	\$241.04
327462	02/07/2024	Reconciled	02/13/2024	Accounts Payable	Sonoran Radiology Ltd	\$338.36
327463	02/07/2024	Reconciled	02/15/2024	Accounts Payable	Sparklight	\$3,837.60

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327464	02/07/2024	Reconciled	02/15/2024	Accounts Payable	State of Arizona	\$956.05
327465	02/07/2024	Reconciled	02/26/2024	Accounts Payable	Swanson Services Corporation	\$705.60
327466	02/07/2024	Reconciled	02/15/2024	Accounts Payable	Teletrac Navman US LTD	\$419.31
327467	02/07/2024	Reconciled	02/20/2024	Accounts Payable	Thomson Reuters West	\$52.75
327468	02/07/2024	Reconciled	02/15/2024	Accounts Payable	Town of Miami	\$741.09
327469	02/07/2024	Reconciled	02/14/2024	Accounts Payable	Town of Payson	\$4,421.90
327470	02/07/2024	Reconciled	02/13/2024	Accounts Payable	Triplet Mountain Communications, Inc.	\$6,048.07
327471	02/07/2024	Reconciled	02/13/2024	Accounts Payable	UniFirst Corporation	\$133.43
327472	02/07/2024	Reconciled	02/13/2024	Accounts Payable	Urologic Surgeons of Arizona,PLC	\$153.62
327473	02/07/2024	Reconciled	02/14/2024	Accounts Payable	US Postal Service Postage by Phone	\$4,925.00
327474	02/07/2024	Reconciled	02/15/2024	Accounts Payable	Westwood Pharmacy Clinical Services	\$13,338.89
327475	02/07/2024	Reconciled	02/21/2024	Accounts Payable	Woodson Engineering & Surveying Inc.	\$10,734.00
327476	02/07/2024	Open		Accounts Payable	Wowza LLC	\$98,236.00
327477	02/08/2024	Reconciled	02/15/2024	Accounts Payable	CentralSquare Technologies, LLC	\$360.00
327478	02/08/2024	Reconciled	02/14/2024	Accounts Payable	Cordant Health Solutions	\$1,009.90
327479	02/08/2024	Reconciled	02/14/2024	Accounts Payable	Crother, Gentry	\$100.00
327480	02/08/2024	Reconciled	02/15/2024	Accounts Payable	FedEx	\$8.38
327481	02/08/2024	Reconciled	02/13/2024	Accounts Payable	Gila County Government	\$226,068.98
327482	02/08/2024	Reconciled	02/16/2024	Accounts Payable	GlaxoSmithKline LLC	\$1,594.80
327483	02/08/2024	Reconciled	02/16/2024	Accounts Payable	GreatAmerica Leasing Corporation	\$330.12
327484	02/08/2024	Reconciled	03/01/2024	Accounts Payable	Haverland, Mike , Lance	\$67.50
327485	02/08/2024	Reconciled	02/15/2024	Accounts Payable	Interstate Copy Shop	\$660.00
327486	02/08/2024	Reconciled	02/16/2024	Accounts Payable	MDC Electrical Contractor LLC	\$2,062.63
327487	02/08/2024	Reconciled	02/13/2024	Accounts Payable	Messinger Payson Funeral Home	\$716.33
327488	02/08/2024	Reconciled	02/16/2024	Accounts Payable	RKS Auto Parts	\$101.90
327489	02/08/2024	Reconciled	02/13/2024	Accounts Payable	Trinity Services Group, Inc.	\$25,916.71
327490	02/08/2024	Reconciled	02/16/2024	Accounts Payable	Verizon Wireless Services	\$1,394.69
327491	02/13/2024	Reconciled	02/21/2024	Accounts Payable	ADP Interpreting, LLC	\$160.00
327492	02/13/2024	Reconciled	02/16/2024	Accounts Payable	Alliant Arizona Propane, LLC	\$6,020.94
327493	02/13/2024	Reconciled	02/22/2024	Accounts Payable	AmCon Environmental	\$9,258.56
327494	02/13/2024	Reconciled	02/23/2024	Accounts Payable	Arizona Counties Insurance Pool	\$5,267.00
327495	02/13/2024	Reconciled	02/21/2024	Accounts Payable	Arizona Public Service	\$48,311.39
327496	02/13/2024	Reconciled	02/16/2024	Accounts Payable	Arizona Water Company	\$485.85
327497	02/13/2024	Reconciled	02/21/2024	Accounts Payable	Blueline Services LLC	\$181.00

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327498	02/13/2024	Reconciled	02/27/2024	Accounts Payable	Branson, Robert, Seth	\$200.00
327499	02/13/2024	Reconciled	02/20/2024	Accounts Payable	Bratton, Walt	\$624.00
327500	02/13/2024	Reconciled	02/27/2024	Accounts Payable	C&M Communications LLC	\$1,219.98
327501	02/13/2024	Reconciled	02/21/2024	Accounts Payable	CenturyLink	\$1,367.32
327502	02/13/2024	Reconciled	02/16/2024	Accounts Payable	CenturyLink Business Services	\$329.07
327503	02/13/2024	Reconciled	02/20/2024	Accounts Payable	City of Globe	\$7,080.06
327504	02/13/2024	Reconciled	02/22/2024	Accounts Payable	Cobre Valley Publishing	\$91.94
327505	02/13/2024	Reconciled	02/20/2024	Accounts Payable	Cobre Valley Regional Medical Center	\$5,822.05
327506	02/13/2024	Reconciled	02/16/2024	Accounts Payable	Comfort Systems USA (Southwest) Inc	\$19,833.00
327507	02/13/2024	Reconciled	03/01/2024	Accounts Payable	Coremr, LC	\$250.00
327508	02/13/2024	Reconciled	02/20/2024	Accounts Payable	Courtesy Ford of Globe LLC	\$74.60
327509	02/13/2024	Reconciled	02/21/2024	Accounts Payable	DH Pace Company Inc.	\$4,403.70
327510	02/13/2024	Reconciled	02/16/2024	Accounts Payable	Digital Imaging Systems, LLC	\$49.10
327511	02/13/2024	Reconciled	02/22/2024	Accounts Payable	DJ's Companies, Inc.	\$275.00
327512	02/13/2024	Reconciled	02/16/2024	Accounts Payable	Earth Mover Tire Sales, Inc.	\$690.23
327513	02/13/2024	Reconciled	02/20/2024	Accounts Payable	Empire Southwest LLC	\$1,673.65
327514	02/13/2024	Reconciled	02/21/2024	Accounts Payable	Gale	\$78.28
327515	02/13/2024	Reconciled	02/22/2024	Accounts Payable	Gila County Government	\$163.08
327516	02/13/2024	Reconciled	02/22/2024	Accounts Payable	Gila County Government	\$20.18
327517	02/13/2024	Reconciled	02/16/2024	Accounts Payable	Globe Exterminators	\$3,520.00
327518	02/13/2024	Reconciled	02/21/2024	Accounts Payable	Griffin's Propane, Inc.	\$1,155.12
327519	02/13/2024	Open		Accounts Payable	Hamm, Andrea	\$25.00
327520	02/13/2024	Reconciled	02/21/2024	Accounts Payable	Interstate Copy Shop	\$1,771.41
327521	02/13/2024	Reconciled	02/23/2024	Accounts Payable	Labonte, Cole	\$250.00
327522	02/13/2024	Reconciled	02/21/2024	Accounts Payable	LanguageLine Solutions	\$172.87
327523	02/13/2024	Reconciled	02/21/2024	Accounts Payable	Law Office of David W Bell LLC	\$3,000.00
327524	02/13/2024	Reconciled	02/26/2024	Accounts Payable	Lionbridge Technologies, Inc	\$17.00
327525	02/13/2024	Reconciled	02/20/2024	Accounts Payable	Morse, Suzanne	\$225.00
327526	02/13/2024	Reconciled	02/16/2024	Accounts Payable	Napa Auto Parts	\$14.11
327527	02/13/2024	Open		Accounts Payable	Newman, William, D	\$250.00
327528	02/13/2024	Reconciled	02/21/2024	Accounts Payable	Optimum	\$750.00
327529	02/13/2024	Reconciled	02/22/2024	Accounts Payable	Optimum	\$134.45
327530	02/13/2024	Reconciled	02/16/2024	Accounts Payable	Pine-Strawberry Water Improvement District	\$85.44
327531	02/13/2024	Reconciled	02/15/2024	Accounts Payable	Poarch, Tiffany, A	\$150.66

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327532	02/13/2024	Reconciled	02/23/2024	Accounts Payable	Pride Outfitting, LLC	\$11,905.54
327533	02/13/2024	Reconciled	02/16/2024	Accounts Payable	ProForce Law Enforcement	\$5,481.30
327534	02/13/2024	Reconciled	02/20/2024	Accounts Payable	Public Safety Personnel Retirement System	\$225.00
327535	02/13/2024	Reconciled	02/23/2024	Accounts Payable	Quadient Leasing USA, Inc.	\$32.67
327536	02/13/2024	Reconciled	02/22/2024	Accounts Payable	RKS Auto Parts	\$61.76
327537	02/13/2024	Open		Accounts Payable	Rohtert, Jannette, C	\$150.00
327538	02/13/2024	Reconciled	02/22/2024	Accounts Payable	Salt River Project	\$513.51
327539	02/13/2024	Reconciled	02/21/2024	Accounts Payable	Sentinel Technologies, Inc.	\$764.96
327540	02/13/2024	Reconciled	02/21/2024	Accounts Payable	Southwest Gas	\$5,930.51
327541	02/13/2024	Reconciled	02/21/2024	Accounts Payable	Sparklight	\$158.45
327542	02/13/2024	Reconciled	02/26/2024	Accounts Payable	State of Arizona	\$16.00
327543	02/13/2024	Reconciled	02/29/2024	Accounts Payable	State of Arizona	\$574.18
327544	02/13/2024	Reconciled	02/29/2024	Accounts Payable	State of Arizona	\$5,331.63
327545	02/13/2024	Reconciled	02/21/2024	Accounts Payable	The University of Arizona	\$35,000.00
327546	02/13/2024	Reconciled	02/21/2024	Accounts Payable	Thomson Reuters West	\$4,309.91
327547	02/13/2024	Reconciled	02/16/2024	Accounts Payable	Town of Payson	\$1,443.30
327548	02/13/2024	Reconciled	02/21/2024	Accounts Payable	UniFirst Corporation	\$158.25
327549	02/13/2024	Reconciled	02/21/2024	Accounts Payable	Van Camp, Chance	\$220.00
327550	02/13/2024	Reconciled	02/22/2024	Accounts Payable	Waste Management of Arizona, Inc.	\$576.32
327551	02/13/2024	Reconciled	02/22/2024	Accounts Payable	Zumar Industries Inc	\$500.05
327552	02/13/2024	Reconciled	02/23/2024	Accounts Payable	Jefferson Combined Court	\$163.75
327553	02/14/2024	Reconciled	02/21/2024	Accounts Payable	Barry A. Standifird P.C.	\$9,300.00
327554	02/14/2024	Reconciled	02/20/2024	Accounts Payable	Alhambra Mobile Home Park & Storage LLC	\$750.00
327555	02/14/2024	Reconciled	02/21/2024	Accounts Payable	All Copy Product Inc	\$1,313.21
327556	02/14/2024	Reconciled	02/23/2024	Accounts Payable	American Guard Services Inc	\$34,355.83
327557	02/14/2024	Open		Accounts Payable	Arizona Department of Public Safety	\$67.00
327558	02/14/2024	Reconciled	02/21/2024	Accounts Payable	Arizona Public Service	\$354.85
327559	02/14/2024	Reconciled	02/28/2024	Accounts Payable	Arizona State Prison Complex - Safford	\$32.04
327560	02/14/2024	Reconciled	02/20/2024	Accounts Payable	Atomic Pest Control	\$217.00
327561	02/14/2024	Reconciled	02/21/2024	Accounts Payable	Brownsville Western Heritage Inc	\$5,000.00
327562	02/14/2024	Reconciled	02/21/2024	Accounts Payable	CenturyLink	\$466.26
327563	02/14/2024	Reconciled	02/21/2024	Accounts Payable	Compton, Vanessa, Renee	\$1,000.00
327564	02/14/2024	Reconciled	02/21/2024	Accounts Payable	Cooper Lopez & Associates PLLC	\$4,022.50
327565	02/14/2024	Reconciled	02/20/2024	Accounts Payable	Courtesy Ford of Globe LLC	\$56.00

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327566	02/14/2024	Reconciled	02/22/2024	Accounts Payable	Datapilot, Inc	\$8,470.95
327567	02/14/2024	Reconciled	02/21/2024	Accounts Payable	Empire Southwest LLC	\$2,642.12
327568	02/14/2024	Reconciled	02/22/2024	Accounts Payable	Geiser, PLC, Raymond	\$10,500.00
327569	02/14/2024	Reconciled	02/22/2024	Accounts Payable	Gila County Government	\$745.39
327570	02/14/2024	Reconciled	02/21/2024	Accounts Payable	GreatAmerica Leasing Corporation	\$158.52
327571	02/14/2024	Reconciled	02/21/2024	Accounts Payable	Grinder, Justin	\$150.00
327572	02/14/2024	Reconciled	02/21/2024	Accounts Payable	Heatherly, Marian, E	\$5,625.00
327573	02/14/2024	Open		Accounts Payable	HLP, Inc.	\$18.20
327574	02/14/2024	Open		Accounts Payable	Huddleston, James, E	\$175.00
327575	02/14/2024	Open		Accounts Payable	Humane Society of Central Arizona	\$304.22
327576	02/14/2024	Reconciled	02/20/2024	Accounts Payable	Kirby Psychological Services	\$1,853.75
327577	02/14/2024	Reconciled	02/23/2024	Accounts Payable	Konica Minolta Business Solutions U.S.A. Inc.	\$146.35
327578	02/14/2024	Reconciled	02/21/2024	Accounts Payable	Law Office of Jonathan L Warshaw PLLC	\$6,300.00
327579	02/14/2024	Reconciled	02/22/2024	Accounts Payable	McKesson Medical-Surgical Government Solutions LLC	\$5,180.00
327580	02/14/2024	Reconciled	02/21/2024	Accounts Payable	Mountain View Dentistry	\$10,105.59
327581	02/14/2024	Reconciled	02/26/2024	Accounts Payable	MRI Software LLC	\$8,868.30
327582	02/14/2024	Reconciled	02/20/2024	Accounts Payable	Napa Auto Parts	\$284.42
327583	02/14/2024	Reconciled	02/20/2024	Accounts Payable	O'Neil Printing Inc.	\$8,527.28
327584	02/14/2024	Reconciled	02/26/2024	Accounts Payable	O'Reilys Auto Parts	\$227.46
327585	02/14/2024	Reconciled	02/20/2024	Accounts Payable	Occupational Health Centers of the Southwest, P.A.	\$248.00
327586	02/14/2024	Reconciled	02/26/2024	Accounts Payable	OffenderWatch	\$137.94
327587	02/14/2024	Reconciled	02/22/2024	Accounts Payable	Payson Carquest	\$68.56
327588	02/14/2024	Reconciled	02/22/2024	Accounts Payable	Payson Roundup Newspaper	\$65.85
327589	02/14/2024	Reconciled	03/01/2024	Accounts Payable	Pinal County	\$4,858.00
327590	02/14/2024	Open		Accounts Payable	Rim Communications	\$1,560.94
327591	02/14/2024	Reconciled	02/22/2024	Accounts Payable	RKS Auto Parts	\$227.64
327592	02/14/2024	Reconciled	02/21/2024	Accounts Payable	Senergy Petroleum	\$40,721.03
327593	02/14/2024	Reconciled	02/26/2024	Accounts Payable	Sentinel Technologies, Inc.	\$6,147.00
327594	02/14/2024	Reconciled	02/21/2024	Accounts Payable	Shred-It	\$174.94
327595	02/14/2024	Reconciled	02/20/2024	Accounts Payable	Sonora Behavioral Health Hospital, LLC	\$1,600.00
327596	02/14/2024	Reconciled	02/26/2024	Accounts Payable	State of Arizona	\$2,260.00
327597	02/14/2024	Reconciled	02/26/2024	Accounts Payable	T-Mobile USA Inc.	\$1,223.40
327598	02/14/2024	Reconciled	02/22/2024	Accounts Payable	UniFirst Corporation	\$385.17
327599	02/14/2024	Open		Accounts Payable	Visus Engineering Construction, Inc	\$45,749.44

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327600	02/14/2024	Reconciled	02/28/2024	Accounts Payable	Zumar Industries Inc	\$3,373.93
327601	02/15/2024	Reconciled	02/21/2024	Accounts Payable	Micro Distributing II, LTD	\$500.70
327603	02/16/2024	Reconciled	02/28/2024	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$3,154.41
327604	02/16/2024	Reconciled	02/22/2024	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST	\$249,018.07
327605	02/16/2024	Reconciled	02/16/2024	Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$205,582.14
327606	02/16/2024	Reconciled	02/27/2024	Accounts Payable	AZCOPS	\$13.50
327607	02/16/2024	Reconciled	02/22/2024	Accounts Payable	CHILD SUPPORT SERVICES MONTANA	\$189.00
327608	02/16/2024	Open		Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE	\$3,633.67
327609	02/16/2024	Open		Accounts Payable	CORP - AOC	\$19,739.96
327610	02/16/2024	Reconciled	02/28/2024	Accounts Payable	CORP - DISPATCHER	\$381.92
327611	02/16/2024	Reconciled	02/28/2024	Accounts Payable	Corrections Officer Retirement Plan	\$7,505.24
327612	02/16/2024	Reconciled	02/28/2024	Accounts Payable	ELECTED OFFICIALS DEFINED CONTRIBUTION	\$50.68
327613	02/16/2024	Reconciled	02/28/2024	Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN	\$13,906.95
327614	02/16/2024	Reconciled	02/28/2024	Accounts Payable	EORP LEGACY	\$19,685.94
327615	02/16/2024	Reconciled	02/27/2024	Accounts Payable	FIDUCIARY TRUST COMPANY OF NEW HAMPSHIRE	\$387.50
327616	02/16/2024	Reconciled	03/01/2024	Accounts Payable	FRATERNAL ORDER OF POLICE	\$104.96
327617	02/16/2024	Reconciled	02/16/2024	Accounts Payable	GILSBAR FSA	\$1,428.45
327618	02/16/2024	Reconciled	02/16/2024	Accounts Payable	GILSBAR HSA	\$3,808.32
327619	02/16/2024	Reconciled	02/16/2024	Accounts Payable	JP MORGAN CHASE DOR	\$27,134.85
327620	02/16/2024	Reconciled	02/16/2024	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$83,566.19
327621	02/16/2024	Reconciled	02/16/2024	Accounts Payable	JP MORGAN CHASE FICA EE	\$71,278.03
327622	02/16/2024	Reconciled	02/16/2024	Accounts Payable	JP MORGAN CHASE FICA ER	\$71,278.03
327623	02/16/2024	Reconciled	02/16/2024	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$16,870.09
327624	02/16/2024	Reconciled	02/16/2024	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$16,870.09
327625	02/16/2024	Reconciled	02/22/2024	Accounts Payable	METLIFE	\$100.00
327626	02/16/2024	Reconciled	02/29/2024	Accounts Payable	MODERN WOODMEN OF AMERICA	\$3.88
327627	02/16/2024	Reconciled	02/21/2024	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$5,083.16
327628	02/16/2024	Reconciled	02/22/2024	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$2,490.00
327629	02/16/2024	Open		Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$10,476.45
327630	02/16/2024	Open		Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$700.00
327631	02/16/2024	Reconciled	02/28/2024	Accounts Payable	Public Safety Personnel Retirement System	\$17,270.79
327632	02/16/2024	Reconciled	02/23/2024	Accounts Payable	SECURITY BENEFIT GROUP	\$2,048.33
327633	02/16/2024	Reconciled	02/21/2024	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,333.35
327634	02/16/2024	Reconciled	02/28/2024	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	\$409.46

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327635	02/16/2024	Reconciled	02/21/2024	Accounts Payable	United Auto Credit Corporation	\$93.52
327636	02/16/2024	Open		Accounts Payable	United Fund of Globe-Miami, Inc.	\$89.62
327637	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Action Automotive & Towing LLC	\$182.85
327638	02/16/2024	Open		Accounts Payable	Action Target Inc.	\$70.77
327639	02/16/2024	Reconciled	02/21/2024	Accounts Payable	Advantage Home Performance, Inc	\$7,055.00
327640	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Affilion of Cobre Valley PLLC	\$856.30
327641	02/16/2024	Reconciled	02/21/2024	Accounts Payable	All Copy Product Inc	\$29.56
327642	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Alliant Arizona Propane, LLC	\$468.03
327643	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Arizona Department of Environmental Quality	\$714.00
327644	02/16/2024	Open		Accounts Payable	Arizona Department of Public Safety	\$67.00
327645	02/16/2024	Reconciled	02/23/2024	Accounts Payable	Arizona Public Service	\$4,634.95
327646	02/16/2024	Reconciled	02/28/2024	Accounts Payable	Arizona State Prison Complex - Safford	\$202.01
327647	02/16/2024	Open		Accounts Payable	Aron RV Park, LLC	\$1,105.40
327648	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Baer, Gregory	\$1,200.00
327649	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Bearup, Jonathan , S	\$334.86
327650	02/16/2024	Reconciled	02/22/2024	Accounts Payable	BI Inc	\$2,027.47
327651	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Braddock, Karrol, L	\$150.65
327652	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Carahsoft Technology Corporation	\$624.43
327653	02/16/2024	Reconciled	02/23/2024	Accounts Payable	Center Point Dental	\$1,090.98
327654	02/16/2024	Reconciled	02/23/2024	Accounts Payable	CenturyLink	\$112.43
327655	02/16/2024	Reconciled	02/28/2024	Accounts Payable	CenturyLink	\$1,699.73
327656	02/16/2024	Reconciled	02/27/2024	Accounts Payable	Charm-Tex Inc.	\$493.50
327657	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Cobre Valley Publishing	\$70.25
327658	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Cobre Valley Regional Medical Center	\$3,406.78
327659	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Cobre Valley Regional Medical Center	\$192.49
327660	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Collie, Catherine	\$151.25
327661	02/16/2024	Reconciled	02/21/2024	Accounts Payable	Copper State Sanitation, Inc	\$1,280.00
327662	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Copper Wren Law LLC	\$11,800.00
327663	02/16/2024	Reconciled	02/21/2024	Accounts Payable	Courtesy Ford of Globe LLC	\$773.63
327664	02/16/2024	Reconciled	02/21/2024	Accounts Payable	Debrigida Law Offices, PLLC	\$3,000.00
327665	02/16/2024	Reconciled	02/27/2024	Accounts Payable	Dental Health Products, Inc	\$653.56
327666	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Desert Vista Neuropsychological Specialist, PLLC	\$345.00
327667	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Diana G. Montgomery PLLC	\$2,400.00
327668	02/16/2024	Reconciled	02/21/2024	Accounts Payable	Dibble Engineering	\$1,724.52

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327669	02/16/2024	Reconciled	02/22/2024	Accounts Payable	EarthQuest Plumbing	\$10,691.54
327670	02/16/2024	Open		Accounts Payable	Elham Medical International Inc	\$103.75
327671	02/16/2024	Reconciled	02/21/2024	Accounts Payable	Empire Southwest LLC	\$6,237.04
327672	02/16/2024	Reconciled	02/23/2024	Accounts Payable	Family Transitions of Arizona, LLC	\$1,790.00
327673	02/16/2024	Reconciled	02/28/2024	Accounts Payable	Freeport-McMoran Miami Inc.	\$1.00
327674	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Gale	\$209.29
327675	02/16/2024	Reconciled	02/27/2024	Accounts Payable	Gila County Government	\$284.04
327676	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Gila County Government	\$302.91
327677	02/16/2024	Reconciled	02/29/2024	Accounts Payable	Gila House Inc	\$8,060.74
327678	02/16/2024	Reconciled	02/29/2024	Accounts Payable	Globe Marketplace LP	\$2,834.90
327679	02/16/2024	Reconciled	02/28/2024	Accounts Payable	Gregan & Associates	\$6,300.00
327680	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Griffin's Propane, Inc.	\$2,601.42
327681	02/16/2024	Reconciled	03/01/2024	Accounts Payable	Haverland, Mike , Lance	\$60.00
327682	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Heritage-Crystal Clean LLC	\$1,144.03
327683	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Inland Kenworth (US), Inc	\$91.20
327684	02/16/2024	Reconciled	02/21/2024	Accounts Payable	JE Fuller/Hydrology & Geomorphology, Inc	\$17,139.75
327685	02/16/2024	Reconciled	02/21/2024	Accounts Payable	Kesterson, Isaiah	\$150.00
327686	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Kimball Midwest	\$1,223.88
327687	02/16/2024	Reconciled	02/21/2024	Accounts Payable	King, Joanie , S	\$184.71
327688	02/16/2024	Reconciled	02/26/2024	Accounts Payable	LaForge Towing	\$440.28
327689	02/16/2024	Reconciled	02/23/2024	Accounts Payable	Lantz, Mariah	\$115.28
327690	02/16/2024	Reconciled	02/21/2024	Accounts Payable	Law Offices of Daniel Thulin, LLC	\$2,100.00
327691	02/16/2024	Reconciled	02/23/2024	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$1,692.47
327692	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Merck Sharp & Dohme Corp.	\$10,262.31
327693	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Messinger Payson Funeral Home	\$1,243.02
327694	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Motorola Solutions Inc	\$5,597.76
327695	02/16/2024	Reconciled	02/23/2024	Accounts Payable	Mountain View Dentistry	\$1,470.07
327696	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Napa Auto Parts	\$493.80
327697	02/16/2024	Reconciled	02/28/2024	Accounts Payable	O'Reilys Auto Parts	\$376.01
327698	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Optimum	\$1,648.81
327699	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Optimum	\$145.94
327700	02/16/2024	Reconciled	02/21/2024	Accounts Payable	Ornelas, Cassie, L	\$401.67
327701	02/16/2024	Reconciled	02/27/2024	Accounts Payable	Osborn, Jared , C	\$169.18
327702	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Pacific Office Automation	\$223.39

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327703	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Payson Carquest	\$319.05
327704	02/16/2024	Reconciled	02/23/2024	Accounts Payable	Payson Magistrate Court	\$22.18
327705	02/16/2024	Open		Accounts Payable	Payson Rodeo Committee, Inc.	\$2,800.00
327706	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Payson Roundup Newspaper	\$7,258.81
327707	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Pima County Government	\$20.00
327708	02/16/2024	Reconciled	02/23/2024	Accounts Payable	Postnet Postal & Business Services	\$59.13
327709	02/16/2024	Reconciled	02/22/2024	Accounts Payable	R&S Northeast LLC	\$23.54
327710	02/16/2024	Reconciled	02/26/2024	Accounts Payable	RKS Auto Parts	\$288.82
327711	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Rural Physicians Group - Pannu, PLLC	\$555.31
327712	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Saguaro Diving & Sports Inc.	\$57.53
327713	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Sanofi Pasteur Inc.	\$4,560.99
327714	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Senenergy Petroleum	\$8,189.35
327715	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Smart Vending Services LLC	\$2,498.73
327716	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Sonoran Radiology Ltd	\$42.91
327717	02/16/2024	Reconciled	02/21/2024	Accounts Payable	Sparklight	\$233.43
327718	02/16/2024	Reconciled	02/23/2024	Accounts Payable	SPOK, Inc.	\$227.36
327719	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Steensma Lawn & Power Equipment, Inc	\$511.85
327720	02/16/2024	Reconciled	02/27/2024	Accounts Payable	TDS Telecom	\$156.20
327721	02/16/2024	Reconciled	02/21/2024	Accounts Payable	Tioga Solor Gila, LLC	\$2,851.49
327722	02/16/2024	Reconciled	02/23/2024	Accounts Payable	Traffic Logix Corporation	\$14,797.33
327723	02/16/2024	Reconciled	02/29/2024	Accounts Payable	Tri-City Fire District	\$1,279.73
327724	02/16/2024	Reconciled	02/27/2024	Accounts Payable	UMB Bank, N.A.	\$800.00
327725	02/16/2024	Reconciled	02/22/2024	Accounts Payable	UniFirst Corporation	\$410.11
327726	02/16/2024	Reconciled	02/29/2024	Accounts Payable	US Imaging Inc.	\$368.45
327727	02/16/2024	Reconciled	03/01/2024	Accounts Payable	VanAuker , Michael	\$106.11
327728	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Viejo Lobo Investments, LLC	\$3,000.00
327729	02/16/2024	Reconciled	02/22/2024	Accounts Payable	Waters Sparkletts of Payson, LLC	\$124.00
327730	02/16/2024	Reconciled	02/23/2024	Accounts Payable	Wolak, David	\$525.69
327731	02/16/2024	Reconciled	02/26/2024	Accounts Payable	Wright , Timothy	\$530.55
327732	02/16/2024	Open		Accounts Payable	Gibson, Layton, S	\$10.00
327733	02/20/2024	Reconciled	03/01/2024	Accounts Payable	Haverland, Mike , Lance	\$93.75
327734	02/20/2024	Reconciled	02/29/2024	Accounts Payable	Advanced Controls Corporation	\$490.00
327735	02/20/2024	Reconciled	02/28/2024	Accounts Payable	Arizona State Prison Complex - Safford	\$41.76
327736	02/20/2024	Reconciled	02/23/2024	Accounts Payable	Atomic Pest Control	\$664.00

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327737	02/20/2024	Reconciled	02/27/2024	Accounts Payable	CenturyLink	\$331.82
327738	02/20/2024	Reconciled	02/29/2024	Accounts Payable	CenturyLink	\$240.08
327739	02/20/2024	Reconciled	02/23/2024	Accounts Payable	Comfort Systems USA (Southwest) Inc	\$22,223.00
327740	02/20/2024	Reconciled	02/26/2024	Accounts Payable	Empire Southwest LLC	\$36,481.56
327741	02/20/2024	Reconciled	02/27/2024	Accounts Payable	Gila County Government	\$318.76
327742	02/20/2024	Reconciled	02/29/2024	Accounts Payable	Globe-Miami Regional Chamber of Commerce	\$10,250.00
327743	02/20/2024	Reconciled	02/28/2024	Accounts Payable	John S. Perlman	\$1,567.66
327744	02/20/2024	Reconciled	02/27/2024	Accounts Payable	Microage	\$7,754.06
327745	02/20/2024	Reconciled	02/29/2024	Accounts Payable	Mohawk Lifts LLC	\$21,541.75
327746	02/20/2024	Reconciled	02/29/2024	Accounts Payable	Polk, Shalana, Anna Marie	\$307.20
327747	02/20/2024	Reconciled	02/23/2024	Accounts Payable	Sanders Family Transport	\$3,420.00
327748	02/20/2024	Reconciled	02/27/2024	Accounts Payable	Senenergy Petroleum	\$16,834.83
327749	02/20/2024	Reconciled	02/29/2024	Accounts Payable	Sparklight	\$229.91
327750	02/20/2024	Open		Accounts Payable	State of Arizona	\$300.00
327751	02/20/2024	Reconciled	02/23/2024	Accounts Payable	Tim's Tire , LLC	\$260.00
327752	02/20/2024	Reconciled	02/27/2024	Accounts Payable	UniFirst Corporation	\$281.72
327753	02/20/2024	Reconciled	02/28/2024	Accounts Payable	United States Postal Service	\$10,000.00
327754	02/20/2024	Reconciled	02/27/2024	Accounts Payable	US Postal Service Postage by Phone	\$2,431.00
327755	02/20/2024	Open		Accounts Payable	Waters Sparkletts of Payson, LLC	\$203.50
327756	02/22/2024	Reconciled	02/29/2024	Accounts Payable	Teletrac Navman US LTD	\$419.31
327757	02/22/2024	Reconciled	02/27/2024	Accounts Payable	Healthcare Medical Waste Services	\$124.50
327758	02/22/2024	Open		Accounts Payable	Arizona Counties Insurance Pool	\$440.00
327759	02/22/2024	Open		Accounts Payable	Arizona Energy Management & Remodel LLC	\$1,883.19
327760	02/22/2024	Reconciled	02/28/2024	Accounts Payable	Arizona Water Company	\$335.65
327761	02/22/2024	Reconciled	02/28/2024	Accounts Payable	ATC Group Services LLC	\$41,988.10
327762	02/22/2024	Open		Accounts Payable	Atomic Pest Control	\$320.00
327763	02/22/2024	Open		Accounts Payable	Barry A. Standifird P.C.	\$9,300.00
327764	02/22/2024	Open		Accounts Payable	Bench, Rikki	\$450.00
327765	02/22/2024	Reconciled	02/29/2024	Accounts Payable	Bose Public Affairs Group LLC	\$7,000.00
327766	02/22/2024	Reconciled	02/27/2024	Accounts Payable	CenturyLink	\$1,248.65
327767	02/22/2024	Open		Accounts Payable	CenturyLink	\$231.03
327768	02/22/2024	Reconciled	02/28/2024	Accounts Payable	Community Bridges, Inc.	\$3,000.00
327769	02/22/2024	Reconciled	02/28/2024	Accounts Payable	Courtesy Ford of Globe LLC	\$1,698.45
327770	02/22/2024	Reconciled	02/28/2024	Accounts Payable	DJ's Companies, Inc.	\$10,707.94

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327771	02/22/2024	Reconciled	02/27/2024	Accounts Payable	Empire Southwest LLC	\$658.57
327772	02/22/2024	Open		Accounts Payable	Gerald D McCreary, Corp	\$192.00
327773	02/22/2024	Open		Accounts Payable	Glennie Reporting Services LLC	\$1,535.76
327774	02/22/2024	Reconciled	03/01/2024	Accounts Payable	Haverland, Mike , Lance	\$67.50
327775	02/22/2024	Open		Accounts Payable	International Association of Assessing Officers	\$82.40
327776	02/22/2024	Open		Accounts Payable	JaniServ Inc	\$1,835.00
327777	02/22/2024	Reconciled	02/27/2024	Accounts Payable	Kimley-Horn & Associates, Inc.	\$1,443.22
327778	02/22/2024	Reconciled	02/28/2024	Accounts Payable	LexisNexis Matthew Bender	\$269.36
327779	02/22/2024	Open		Accounts Payable	Lux, Kyle	\$150.00
327780	02/22/2024	Reconciled	03/01/2024	Accounts Payable	MCI Communication Services, Inc.	\$38.50
327781	02/22/2024	Reconciled	02/28/2024	Accounts Payable	Messinger Payson Funeral Home	\$574.01
327782	02/22/2024	Open		Accounts Payable	Moore Insurance Agency	\$22,652.40
327783	02/22/2024	Reconciled	03/01/2024	Accounts Payable	Napa Auto Parts	\$542.18
327784	02/22/2024	Reconciled	03/01/2024	Accounts Payable	O'Reilys Auto Parts	\$21.87
327785	02/22/2024	Reconciled	03/01/2024	Accounts Payable	Pacific Office Automation	\$81.45
327786	02/22/2024	Reconciled	02/27/2024	Accounts Payable	Payson Apartments	\$450.00
327787	02/22/2024	Reconciled	02/29/2024	Accounts Payable	Payson Justice Court	\$31.14
327788	02/22/2024	Reconciled	02/29/2024	Accounts Payable	Payson Property Management LLC	\$1,800.00
327789	02/22/2024	Reconciled	02/27/2024	Accounts Payable	ProForce Law Enforcement	\$1,324.41
327790	02/22/2024	Reconciled	02/27/2024	Accounts Payable	R&R Mechanical LLC	\$4,750.00
327791	02/22/2024	Reconciled	03/01/2024	Accounts Payable	Red Willow Counseling, PLLC	\$174.32
327792	02/22/2024	Reconciled	02/29/2024	Accounts Payable	RKS Auto Parts	\$666.37
327793	02/22/2024	Open		Accounts Payable	Saguaro Diving & Sports Inc.	\$5,499.45
327794	02/22/2024	Reconciled	02/28/2024	Accounts Payable	Samaritan Veterinary Clinic	\$4,188.50
327795	02/22/2024	Reconciled	03/01/2024	Accounts Payable	Southwest Gas	\$310.33
327796	02/22/2024	Open		Accounts Payable	Sparkletts Water	\$1,480.90
327797	02/22/2024	Reconciled	02/29/2024	Accounts Payable	Sparklight	\$105.93
327798	02/22/2024	Open		Accounts Payable	Verizon Wireless Services	\$22,893.01
327799	02/22/2024	Open		Accounts Payable	Waters Sparkletts of Payson, LLC	\$35.00
327800	02/26/2024	Open		Accounts Payable	Arizona Elite Properties	\$6,413.18
327801	02/26/2024	Open		Accounts Payable	Arizona Local Government Employee Benefit Trust	\$512,992.01
327802	02/26/2024	Open		Accounts Payable	Arizona Public Service	\$2,160.98
327803	02/26/2024	Open		Accounts Payable	Arizona Supreme Court	\$750.00
327804	02/26/2024	Open		Accounts Payable	CenturyLink	\$679.74

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327805	02/26/2024	Open		Accounts Payable	CenturyLink	\$317.05
327806	02/26/2024	Open		Accounts Payable	City of Globe	\$9,135.54
327807	02/26/2024	Reconciled	03/01/2024	Accounts Payable	Comfort Systems USA (Southwest) Inc	\$1,888.75
327808	02/26/2024	Open		Accounts Payable	Cooper Lopez & Associates PLLC	\$1,665.00
327809	02/26/2024	Open		Accounts Payable	County of Dallas	\$532.00
327810	02/26/2024	Open		Accounts Payable	County of Yavapai	\$7,750.00
327811	02/26/2024	Open		Accounts Payable	Coyote Customs	\$8,650.25
327812	02/26/2024	Open		Accounts Payable	DataWorks Plus, LLC	\$390.00
327813	02/26/2024	Open		Accounts Payable	Drake PHD P.C., Celia	\$535.00
327814	02/26/2024	Open		Accounts Payable	Empire Southwest LLC	\$1,085.75
327815	02/26/2024	Open		Accounts Payable	GH2 Architects, LLC	\$21,410.09
327816	02/26/2024	Open		Accounts Payable	HLP, Inc.	\$8.40
327817	02/26/2024	Open		Accounts Payable	Huntsman Transport	\$3,500.00
327818	02/26/2024	Open		Accounts Payable	K-9 Defense LLC	\$1,600.00
327819	02/26/2024	Open		Accounts Payable	Kimley-Horn & Associates, Inc.	\$53,018.35
327820	02/26/2024	Open		Accounts Payable	Multitech	\$540.00
327821	02/26/2024	Open		Accounts Payable	O'Reilys Auto Parts	\$1,697.59
327822	02/26/2024	Open		Accounts Payable	Occupational Health Centers of the Southwest, P.A.	\$97.00
327823	02/26/2024	Open		Accounts Payable	OffenderWatch	\$35.00
327824	02/26/2024	Open		Accounts Payable	Pitney Bowes Inc	\$122.67
327825	02/26/2024	Open		Accounts Payable	Pride Outfitting, LLC	\$4,650.88
327826	02/26/2024	Open		Accounts Payable	Quadient Leasing USA, Inc.	\$163.19
327827	02/26/2024	Reconciled	02/28/2024	Accounts Payable	Ripple Reporting LLC	\$8,217.00
327828	02/26/2024	Open		Accounts Payable	Rohtert, Jannette, C	\$450.00
327829	02/26/2024	Open		Accounts Payable	Samaritan Veterinary Clinic	\$3,580.00
327830	02/26/2024	Open		Accounts Payable	Southwest Gas	\$949.56
327831	02/26/2024	Open		Accounts Payable	Southwest Gas	\$948.97
327832	02/26/2024	Open		Accounts Payable	Swanson Services Corporation	\$705.60
327833	02/26/2024	Open		Accounts Payable	Trinity Services Group, Inc.	\$366.24
327834	02/26/2024	Open		Accounts Payable	UniFirst Corporation	\$848.73
327835	02/26/2024	Open		Accounts Payable	Woodson Engineering & Surveying Inc.	\$2,060.00
327836	02/27/2024	Open		Accounts Payable	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT	\$18.72
327837	02/28/2024	Open		Accounts Payable	Advantage Home Performance, Inc	\$12,100.00
327838	02/28/2024	Open		Accounts Payable	Alliant Arizona Propane, LLC	\$4,881.55

Payment Register

From Payment Date: 2/1/2024 - To Payment Date: 2/29/2024

327839	02/28/2024	Open	Accounts Payable	Arizona Elite Properties	\$1,600.00
327840	02/28/2024	Open	Accounts Payable	Arizona Public Service	\$356.97
327841	02/28/2024	Open	Accounts Payable	Arizona State Prison Complex - Safford	\$315.54
327842	02/28/2024	Open	Accounts Payable	Arizona Water Company	\$2.10
327843	02/28/2024	Open	Accounts Payable	AT&T	\$11.64
327844	02/28/2024	Open	Accounts Payable	Atomic Pest Control	\$1,200.00
327845	02/28/2024	Open	Accounts Payable	Aztec Alarms Inc	\$348.00
327846	02/28/2024	Open	Accounts Payable	Bowtie Roofing Inc.	\$3,515.00
327847	02/28/2024	Open	Accounts Payable	Bratton, Walt	\$416.00
327848	02/28/2024	Open	Accounts Payable	Bryan, Michael, C	\$900.00
327849	02/28/2024	Open	Accounts Payable	Bulman Miles Funeral Services	\$410.00
327850	02/28/2024	Open	Accounts Payable	CenturyLink	\$998.38
327851	02/28/2024	Open	Accounts Payable	CenturyLink	\$806.17
327852	02/28/2024	Open	Accounts Payable	CenturyLink Business Services	\$1,948.46
327853	02/28/2024	Open	Accounts Payable	Cobre Valley Publishing	\$214.86
327854	02/28/2024	Open	Accounts Payable	Comfort Systems USA (Southwest) Inc	\$1,823.87
327855	02/28/2024	Open	Accounts Payable	Courtesy Ford of Globe LLC	\$200.93
327856	02/28/2024	Open	Accounts Payable	Cutting Edge Supply	\$309.39
327857	02/28/2024	Open	Accounts Payable	Debrigida Law Offices, PLLC	\$6,300.00
327858	02/28/2024	Open	Accounts Payable	DJ's Companies, Inc.	\$1,193.92
327859	02/28/2024	Open	Accounts Payable	Earth Mover Tire Sales, Inc.	\$2,900.23
327860	02/28/2024	Open	Accounts Payable	Election Systems & Software, LLC	\$425.24
327861	02/28/2024	Open	Accounts Payable	Empire Southwest LLC	\$1,457.57
327862	02/28/2024	Open	Accounts Payable	FX Tactical, LLC.	\$407.50
327863	02/28/2024	Open	Accounts Payable	GlaxoSmithKline LLC	\$4,789.69
327864	02/28/2024	Open	Accounts Payable	Globe Marketplace LP	\$2,834.90
327865	02/28/2024	Open	Accounts Payable	Griffin's Propane, Inc.	\$336.16
327866	02/28/2024	Open	Accounts Payable	Guild Health Group	\$25,000.00
327867	02/28/2024	Open	Accounts Payable	Haverland, Mike , Lance	\$75.00
327868	02/28/2024	Open	Accounts Payable	Healthcare Medical Waste Services	\$162.50
327869	02/28/2024	Open	Accounts Payable	HonorHealth	\$1,250.00
327870	02/28/2024	Open	Accounts Payable	Iron Mountain	\$449.74
327871	02/28/2024	Open	Accounts Payable	JaniServ Inc	\$21,282.90
327872	02/28/2024	Open	Accounts Payable	JCloud Law, P.C.	\$6,300.00

Payment Register

From Payment Date: 2/1/2024 - To Payment Date: 2/29/2024

327873	02/28/2024	Open	Accounts Payable	Jerry B. DeRose, P.C.	\$3,202.50
327874	02/28/2024	Open	Accounts Payable	Keeney Services Inc	\$225.00
327875	02/28/2024	Open	Accounts Payable	Klemmer , James	\$3,000.00
327876	02/28/2024	Open	Accounts Payable	Madera Peak Vista	\$1,671.10
327877	02/28/2024	Open	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$1,159.94
327878	02/28/2024	Open	Accounts Payable	Messinger Payson Funeral Home	\$574.01
327879	02/28/2024	Open	Accounts Payable	Mountain View Dentistry	\$8,991.29
327880	02/28/2024	Open	Accounts Payable	MTE Communications	\$105.61
327881	02/28/2024	Open	Accounts Payable	Napa Auto Parts	\$4.05
327882	02/28/2024	Open	Accounts Payable	Oil Price Information Service, LLC	\$586.87
327883	02/28/2024	Open	Accounts Payable	Old Main Storage	\$870.00
327884	02/28/2024	Open	Accounts Payable	Policy Development Group Inc.	\$5,000.00
327885	02/28/2024	Open	Accounts Payable	Public Safety Personnel Retirement System	\$75.00
327886	02/28/2024	Open	Accounts Payable	Ricoh USA, Inc.	\$67.30
327887	02/28/2024	Open	Accounts Payable	RKS Auto Parts	\$372.22
327888	02/28/2024	Open	Accounts Payable	Rohtert, Jannette, C	\$150.00
327889	02/28/2024	Open	Accounts Payable	Saguaro Diving & Sports Inc.	\$143.78
327890	02/28/2024	Open	Accounts Payable	Sanofi Pasteur Inc.	\$5,464.86
327891	02/28/2024	Open	Accounts Payable	Shred-It	\$27.11
327892	02/28/2024	Open	Accounts Payable	Skaggs Public Safety Uniforms & Equipment	\$8,648.10
327893	02/28/2024	Open	Accounts Payable	Sonora Behavioral Health	\$1,706.24
327894	02/28/2024	Open	Accounts Payable	Sparklight	\$454.31
327895	02/28/2024	Open	Accounts Payable	The Master's Touch, LLC	\$6,971.40
327896	02/28/2024	Open	Accounts Payable	TK Elevator Corporation	\$958.25
327897	02/28/2024	Open	Accounts Payable	UniFirst Corporation	\$129.12
327898	02/28/2024	Open	Accounts Payable	Vivi's Linguistic Services LLC	\$137.50
327899	02/28/2024	Open	Accounts Payable	Waters Sparkletts of Payson, LLC	\$16.00
327900	02/28/2024	Open	Accounts Payable	WSW Security Solutions LLC	\$110.00
327901	02/28/2024	Open	Accounts Payable	Perry , Steven	\$250.00
327902	02/28/2024	Open	Accounts Payable	Poulin, Steve	\$500.00
Type Check Totals:			638 Transactions		\$4,316,076.62

JP Morgan AP - JP Morgan Accounts Payable Totals

Payment Register

From Payment Date: 2/1/2024 - To Payment Date: 2/29/2024

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
<u>Check</u>							
327265	02/01/2024	Voided/Reissued	LOST	02/14/2024	Accounts Payable	Barry A. Standifird P.C.	\$9,300.00
327311	02/01/2024	Voided	Ach Direct Deposit	02/01/2024	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$802,167.90
327385	02/05/2024	Voided/Reissued	LOST	03/01/2024	Accounts Payable	Valencia, Lisa , Marie	\$2,100.00
327602	02/15/2024	Voided	Ach Direct Deposit	02/15/2024	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$792,368.14
327903	02/29/2024	Voided	Ach Direct Deposit	02/29/2024	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$807,483.12
Type Check Totals:					5 Transactions		\$2,413,419.16
JP Morgan AP - JP Morgan Accounts Payable Totals							

ARF-8637

Consent Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 03/19/2024

Reporting Period: February 27, 2024, and March 5, 2024 Meeting Minutes

Submitted By: Samantha Trimble, Deputy Clerk of the Board

Information

Subject

Board of Supervisors' February 27, 2024, and March 5, 2024 Meeting Minutes.

Suggested Motion

Approval of the Board of Supervisors' February 27, 2024, and March 5, 2024, meeting minutes.

Attachments

02-27-24 BOS meeting minutes

03-05-24 BOS meeting minutes

GILA COUNTY, ARIZONA

Date: February 27, 2024

STEPHEN CHRISTENSEN

Chairman

JAMES MENLOVE

Clerk of the Board

TIM R. HUMPHREY

Vice-Chairman

By: Samantha Trimble
Deputy Clerk

WOODY CLINE

Member

Gila County Courthouse
Globe, Arizona

PRESENT: Stephen Christensen, Chairman; Tim R. Humphrey, Vice-Chairman; and Woody Cline, Member

STAFF PRESENT: James Menlove, County Manager; Jessica Scibelli, Senior Civil Deputy County Attorney; and Samantha Trimble, Deputy Clerk of the Board.

Item 1 - CALL TO ORDER - PLEDGE OF ALLEGIANCE

The Board of Supervisors met in a Special Meeting at 10:00 a.m. this date in the Board of Supervisors' hearing room. Sadie Bingham led the Pledge of Allegiance.

Item 2 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to repeal Resolution No. 23-12-03 and adopt Resolution 24-02-02 authorizing the Gila County Recorder, as the Board of Supervisors' designee, to designate two emergency voting centers for the 2024 elections.

Sadie Bingham, Gila County Recorder requested that this item be tabled due to potential updated legislation set to be signed by Governor Hobbs next week.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously tabled item 2A.

B. Information/Discussion regarding revised Policy No. BOS-FIN-016 - Community Agency and Economic Development Funding.

Maryn Belling, Finance Department Director explained that the proposed changes to this policy are required by the Arizona Auditor General's Office in response to their finding regarding economic development funding provided by

the County in FY 2018. She stated that at the time this policy is adopted by the Board, a written report regarding this finding will be placed on the Consent Agenda for the same meeting.

Jessica Scibelli, Senior Civil Deputy County Attorney advised the Board that convening into an executive session would be appropriate to further discuss this item.

Chairman Christensen asked the Board members if they wanted to vote to convene into an executive session to address item 2B.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously voted to convene into an executive session at 10:08 a.m. to obtain legal advice from Ms. Scibelli regarding this item pursuant to A.R.S. §38-431.03(A)(3).

Chairman Christensen reconvened the meeting at 10:29 a.m.

Ms. Belling stated that she will be back before the Board with an action item regarding the policy revisions on March 19th.

C. Information/Discussion regarding the process and progress of the Copper Corridor Blight Busters Brownfields Coalition Assessment Grant, which is set to close in September 2024.

Aimee Staten, Finance Department Grants Administrator stated that the Copper Corridor Blight Busters (CCBB) received funding to address blight in the Copper Corridor. She provided a PowerPoint presentation that covered the following:

Expected Project Outputs:

1. Prepare Quality Assurance Project Plan
2. Complete 36 Phase I Environmental Safety Assessments (ESA) (4 petroleum & 32 hazardous)
3. Complete 8 Phase II ESAs (2 petroleum & 6 hazardous)
4. Complete 28 Comprehensive Asbestos Surveys
5. Prepare 10 Clean Up Plans (2 petroleum & 8 hazardous)

Completed Projects:

1. Historic Superior High School Campus
2. Bullion Plaza
3. Inspiration School
4. Superior Land Transfer Phase 1

Projects in Process:

1. Central Heights
2. Gila/Willow House
3. Michaelson Building
4. Boyce Thompson Arboretum Mansion
5. Health Haven
6. Kearny Town Hall and Teen Center
7. Giffen Building in Winkelman
8. Superior Land Transfer Part 2
9. Superior High School Utility/Solar Assessment
10. Health Haven Utility Solar Assessment

Ms. Staten explained that there is \$235,000 left of the original \$600,000 funding and that the (CCBB) will be requesting an extension so that projects in process can be completed. The CCBB will also be applying for another grant once this one has been completed. Vice-Chairman Humphrey stated, "I think this is a great thing. We need to share our success stories, so the property owners know we are here to help and not hinder." Supervisor Cline thanked Ms. Staten and the CCBB for their hard work. He stated, "This is a great thing for Gila County." Chairman Christensen thanked Ms. Staten for the information.

D. Information/Discussion regarding improved methods for outreach and onboarding of contractors for Community Services projects.

Joshua Beck, Public Health & Community Services Department Director explained that many agenda items involving weatherization and home repair have come before the Board. There is one question that is always asked, which is "Did you reach out to local contractors?"

Mr. Beck provided a list of the contractors. There were twelve contractors total; eight located in Gila County and four out of County. He stated that the more funding there is allocated towards a certain project, the more stringent the requirements are for the contractors. One of those requirements is obtaining a level one fingerprint clearance card. He stated, "I don't want to downplay the significance of this clearance card. We work with a lot of at-risk populations." Chairman Christensen stated, "The fingerprint clearance card is a great thing and a safeguard, and if it is advertised correctly, it could be an incentive for local contractors to obtain it." Vice-Chairman Humphrey advised that he will pass along this information. Ms. Scibelli advised that if certain contractors are unable to obtain the card due to past criminal records, there is a process to appeal to the Board of Fingerprinting for an exception. The Board members thanked Mr. Beck for the discussion.

Item 3 - 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.

There were not any public comments.

Item 4 - 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 the information presented.

County Manager James Menlove and each Supervisor provided a summary of current events.

With no further business to come before the Board of Supervisors, Chairman Christensen adjourned the meeting at 11:20 a.m.

APPROVED:

Stephen Christensen, Chairman

ATTEST:

James Menlove, Clerk of the Board

GILA COUNTY, ARIZONA

Date: March 5, 2024

STEPHEN CHRISTENSEN

Chairman

JAMES MENLOVE

Clerk of the Board

TIM R. HUMPHREY

Vice-Chairman

By: Samantha Trimble
Deputy Clerk

WOODY CLINE

Member

Gila County Courthouse
Globe, Arizona

PRESENT: Stephen Christensen, Chairman; Tim R. Humphrey, Vice-Chairman; and Woody Cline, Member

STAFF PRESENT: James Menlove, County Manager; Jefferson Dalton, Civil Bureau Chief and Deputy County Attorney; Jessica Scibelli, Senior Civil Deputy County Attorney; and Samantha Trimble, Deputy Clerk of the Board.

Item 1 - CALL TO ORDER - PLEDGE OF ALLEGIANCE

The Board of Supervisors met in a Regular Meeting at 10:00 a.m. this date in the Board of Supervisors' hearing room. Terry Links led the Pledge of Allegiance, and Tim McDonal of Payson Church of the Nations Pastor delivered the invocation.

Item 2 - REGULAR AGENDA ITEMS:

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously recessed as the Gila County Board of Supervisors and convened as the Gila County Flood Control District Board of Directors to address item 2A.

**A. (Motion to recess as the Gila County Board of Supervisors and convene as the Board of Directors of the Gila County Flood Control District.)
Information/Discussion/Action to approve or deny a request submitted by Mr. Steve Medina for a variance from the requirements of the Gila County Floodplain Management Ordinance for a room addition to a manufactured home at 107 S. Cottonwood in Gisela, which was built without a permit and is not in compliance with the Ordinance. (Motion to adjourn as the Board of Directors of the Gila County Flood Control District and reconvene as the Board of Supervisors.)**

Darde de Roulhac, Flood Control District Chief Engineer provided the following information, which is contained in the staff report for this item.

In August 2022, Community Development Department Code Enforcement opened a case for this property for building an addition onto the manufactured home without permits, including the required floodplain use permit. Construction continued. Flood Control District staff sent a formal notice of violation and cited specific requirements from the Gila County Floodplain Management Ordinance that must be addressed. These items were the required minimum floor elevation, flood damage-resistant materials below the regulatory flood elevation, and flood vents in the walls around the crawl space below the room addition.

Mr. Medina provided an elevation certificate, which showed that the floor elevation, as constructed, was not built high enough to meet the regulations designed to protect occupants during the 100-year regulatory flood event; however, flood vents were added to relieve pressure from flood water against the crawl space wall. In August 2023, Mr. Medina asked about the procedure to get a floodplain variance.

On November 30, 2023, Mr. Medina requested a floodplain variance. Subsequently, staff reviewed his request and suggested that it might be to his advantage to provide more detail and justification for the variance request. A copy of the Ordinance was also sent to him with sections noted that are relevant to variance procedures that would be advisable to consider and to explain how a variance would be justified for this project. He requested time to revise it.

This request does not ask for a variance from any specific provision of the Ordinance. Rather, a request is made for a variance from the provisions of the Gila County Floodplain Management Ordinance for this parcel. The Ordinance is designed to provide a measure of safety in times of flooding. The floor was constructed 2.2 feet below the required floor elevation, which has created a potentially hazardous situation.

The 100-year flood water depth is estimated to be four feet at the driveway location. This makes it risky to evacuate on foot or by vehicle as flooding gets to the level where it is entering the home. It also puts emergency responders at unnecessary risk.

The specific criteria in the Ordinance that the Board needs to consider in granting a variance to the Ordinance were not specifically addressed. The attached staff report gives additional details about the background and evaluation material noted here and provides photos, the request letter, and excerpts from the Gila County Floodplain Management Ordinance.

Staff recommends that this variance request be denied for the reasons stated above.

Vice-Chairman Humphrey commented that Mr. de Roulhac gave a thorough explanation.

Supervisor Cline stated, "This is what I don't like about floodplain stuff because the whole house, including the add-on, is in the floodplain. It's still going to wash away no matter how we vote here today. In my own opinion, it isn't up to me to worry about what his flood insurance is going to cost. He is already in the floodplain; all we do is force him to tear down this addition. We are not doing any good and only causing this man problems."

Chairman Christensen stated, "Other than gaining compliance, we won't be doing anyone any good."

Vice-Chairman Humphrey stated, "The decisions we make are going to set a precedent going forward."

Vice-Chairman Humphrey made a motion to deny a request submitted by Mr. Steve Medina for a variance from the requirements of the Gila County Floodplain Management Ordinance for a room addition to a manufactured home at 107 S. Cottonwood in Gisela, which was seconded by Supervisor Cline. Chairman Christensen called for the vote. Supervisors Humphrey and Christensen voted to deny the variance request and Supervisor Cline voted to approve it. The vote passed 2 to 1 vote for denial of the variance request.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously adjourned as the Gila County Flood Control District Board of Directors and reconvened as the Gila County Board of Supervisors to address the remaining agenda items.

B. Information/Discussion/Action to authorize payment of maintenance fees to Motorola Solutions, Inc. for two quarters of 2023 in the amount of \$62,261.36 and for four quarters of 2024 (\$33,309.82 per quarter) for a total cost of \$133,239.28 per year for a grand total of \$195,500.64, which will allow Motorola Solutions, Inc. to continue providing maintenance and updates to the Spillman software program utilized by the Gila County Sheriff's Office for its Records Management System.

Sarah White, Gila County Sheriff's Office Chief Civil Administrator advised that this request is to pay the maintenance fees associated with the records management system at the Sheriff's Office. She added that this payment will cover two quarters in 2023 and four quarters in 2024.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously authorized the payment of the maintenance fees to Motorola Solutions, Inc., as presented.

C. Information/Discussion/Action to approve the use of Arizona State Contract No. CTR063770 with Iron Mountain Information Management LLC in the amount of \$114,172.95 through June 30, 2024, for the digitization of the Assessor's parcel records.

Micah Wheeler, Chief Deputy Assessor explained that the Assessor's Office has a great need to digitize its files to offer better customer service, seamless work between its Payson and Globe offices, and a way to preserve records in case of a catastrophic event. He added that a second contract for separate services is in process. Vice-Chairman Humphrey thanked Mr. Wheeler for the continued efforts of the Assessor's Office to better serve the public.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously approved the use of Arizona State Contract No. CTR063770 with Iron Mountain Information Management LLC, as presented.

D. Information/Discussion/Action to approve Amendment No. 1 to Professional Services Contract No. 081723 with Elections Systems & Software in the amount of \$52,520.66, which extends the term of the contract for one additional year, from April 18, 2024, through April 17, 2025.

James Menlove, County Manager and Clerk of the Board stated that this is a request to extend the current Elections Systems & Software contract for an additional year for election equipment maintenance. Elections Systems & Software partners with the Department of Homeland Security and is certified by the U.S. Election Assistance Commission. Elections Systems & Software is the provider of the County's existing elections equipment. Ongoing maintenance and service are necessary to remain in compliance with relevant regulations.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously approved Amendment No. 1 to Professional Services Contract No. 081723 with Elections Systems & Software, as presented.

E. Information/Discussion/Action to adopt Resolution No. 24-03-01 accepting two drainage easements: one from Dean A. and Ruth A. Jasinski, and one from Steven Gladhill.

Alexander Kendrick, Gila County Civil Engineer explained that due to work being done on the Walnut Springs Blvd. Culvert Replacement project, the

County must obtain drainage easements from the surrounding property owners. This is a request for the Board of Supervisors to accept those easements.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously adopted Resolution No. 24-03-01. **(A copy of the resolution is attached to these minutes and is permanently on file in the Board of Supervisors' Office.)**

F. Information/Discussion/Action to review the bids submitted for Invitation for Bids No. 112023 - Walnut Springs Blvd. Culvert Replacement; award to the lowest, most responsive, responsible, and qualified bidder; and authorize the Chairman's signature on the award contract.

Mr. Kendrick advised that there were five bids received and reviewed for the Walnut Springs Blvd. Culvert Replacement project. Of those five bids, HT4 was the lowest bid while remaining within the scope of the engineer's estimate. There were no red flags from Engineering on their submittal, and the unit price costs align relatively close to the state's estimates for each line item. Mr. Kendrick added that HT4's bid was around \$17,000 more than what was anticipated, but Public Works Department staff believe that HT4 is the best choice. Chairman Christensen noted that the bids were a vast array of prices ranging from around \$300,000 to over \$1M.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously awarded Contract No. 112023 to HT4 in the amount of \$384,093.84 in response to Invitation for Bids No. 112023.

G. Information/Discussion/Action to consider and select one of the following three proposed projects to support, in partnership with Salt River Project: Pico Pino Fuels Reduction Project, Haigler Creek Phase 1 Mastication Project, or South Payson Phase 1 Mastication Project.

Carl Melford, Gila County Emergency Management Manager advised that on February 7, 2023, the Gila County Board of Supervisors signed a Memorandum of Understanding (MOU) with Salt River Project (SRP) to tackle forest thinning/wildfire reduction projects on National Forest Service lands. This partnership entailed the County's financial contribution of \$5,000 per year, which helps to leverage additional state and federal dollars. Because of the County's participation in the MOU, it must select one of three proposed projects. Mr. Melford provided a brief overview of each project as follows:

Poco Pino Fuels Reduction Project

- Located less than 1 mile southeast of Pine, Arizona and covers 718 acres of ponderosa pine forest.
- Estimated Costs: \$574,400

Haigler Creek Phase 1 Mastication Project

- Located 20 miles east of Payson, Arizona and covers 1,687 acres of ponderosa pine and juniper woodland.
- Estimated Costs: \$1,367,060

South Payson Phase 1 Mastication Project

- Located seven miles south of Payson, Arizona, and covers 2,299 acres of ponderosa pine and juniper woodland function in the local area.
- Estimated Costs: \$1,916,177

Mr. Melford explained that the best project choice for the County would be the South Payson Phase 1 Mastication Project, as that area sees a lot of roadside fires in the summer with very windy conditions that make firefights almost impossible. This project is also the best option for the County financially. Vice-Chairman Humphrey thanked Mr. Melford for his professionalism and knowledge.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously selected to support the South Payson Phase 1 Mastication Project in partnership with Salt River Project.

H. Information/Discussion/Action to adopt the Arizona Mutual Aid Compact as recommended by the Arizona Department of Emergency Management.

Mr. Melford advised that the Arizona Mutual Aid Compact provides a state-wide agreement with multiple agencies, which eliminates the need for individual intergovernmental agreements with the participating agencies. This Compact ensures that Gila County gets access to aid in emergencies in a timely manner and it covers a wide variety of services. He stated that a past example of the use of this Compact was that the County had a need for a sandbagger during the flooding season, and that was provided to the County quickly due to its participation in this Compact.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously adopted the Arizona Mutual Aid Compact.

I. Information/Discussion/Action to review the bids submitted for Invitation for Bids (IFB) No. 113023 - *Thirteen Various Models of New Ford Vehicles*; award to the lowest, most responsive, responsible and

qualified bidder; and authorize the Chairman's signature on the award contract.

David LaForge, Public Works Department General Services Manager explained that various County departments need new vehicles for County use. The thirteen new vehicles will replace fifteen old ones that will either be sold at auction or will be sent for use by a different department within the County. Vice-Chairman Humphrey stated that he would like to see a work session item be brought before the Board for discussion regarding the County's potential to use other vehicle brands. Supervisor Cline asked if Mr. LaForge got any bids from the local car dealers. Mr. LaForge replied that he did not receive bids from local car dealers. Chairman Christensen asked Mr. LaForge if using one specific vehicle brand is advantageous to the County. Mr. LaForge responded in the affirmative, stating that a standardized fleet is the best option for the maintenance of the County vehicles.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously awarded Contract No. 113023 to San Tan Ford in the amount of \$626,356.49 in response to Invitation for Bids No. 113023.

J. Information/Discussion/Action to authorize the Public Health & Community Services Department to submit a Grant Application to the Arizona Department of Housing for Housing Insecurity Flex Funding in the amount of \$240,000.

Joshua Beck, Public Health & Community Services Department Director advised that this grant is a "great one" because it is quite a bit more flexible regarding how the funds may be spent, which benefits the at-risk population being served. If grant funds are awarded to Gila County, these funds will help around twenty people per month for two years. Supervisor Cline stated that this was a "good thing" for the County, and he asked Mr. Beck how many people per year the Community Services Department assists. Mr. Beck replied that the number varies dramatically from year to year based on several circumstances, but the number of assisted persons is significant.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously authorized the Public Health & Community Services Department to submit a Grant Application to the Arizona Department of Housing, as presented.

K. Information/Discussion/Action to approve Funding Agreement No. 216-24 between the Arizona Department of Housing and the Gila County Community Services Division, Housing Services, to provide Southwest Gas Corporation and Arizona Public Service Weatherization Assistance Program funding in the amount of \$266,400 for the period of January 1, 2024, to December 31, 2024.

Mr. Beck presented this item. The Funding Agreement with the Arizona Department of Housing to provide Arizona Public Service and Southwest Gas Weatherization Assistance Program funding has been in place for many years. Funding Agreement No. 216-24 will provide \$18,490 of Southwest Gas Weatherization Assistance Program funding, and \$248,000 of Arizona Public Service Weatherization Assistance Program funding, which will be used to provide weatherization services to eligible citizens residing in Gila County.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously approved Arizona Department of Housing Funding Agreement No. 216-24, as presented.

L. Information/Discussion/Action to approve Economic Development Agreement No. 02022024 between Gila County and the Hayden-Winkelman Little League District #11 in the amount of \$500, which the Board has determined to be for the benefit of the public.

Woody Cline, District 3 Supervisor stated that he has donated funds to the Hayden-Winkelman Little League for the past eight years, and this small amount of money helps the youth in the area.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously approved Economic Development Agreement No. 02022024, which the Board has determined to be for the benefit of the public.

M. Information/Discussion/Action to approve Intergovernmental Agreement No. 02032024, an economic development grant, between Gila County and the Hayden-Winkelman Unified School District #41 in the amount of \$1,500, which the Board has determined to be for the benefit of the public.

Supervisor Cline explained these funds will provide a graduating senior with a \$1,500 scholarship, and he has supported this program every year during his terms in office.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously approved Intergovernmental Agreement No. 02032024, which the Board has determined to be for the benefit of the public.

N. Information/Discussion/Action to approve Intergovernmental Agreement No. 020012024, an economic development grant, between Gila County and the Town of Winkelman in the amount of \$11,000, which the Board has determined to be for the benefit of the public.

Supervisor Cline stated that this is a request from the Town of Winkelman for a woodchipper to assist in their efforts to clean up and fire-wise the area.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously approved Intergovernmental Agreement No. 020012024, which the Board has determined to be for the benefit of the public.

Item 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. Acknowledgment of the January 2024 monthly activity report submitted by the Recorder's Office.

B. Acknowledgment of the January 2024 monthly activity report submitted by the Clerk of the Superior Court's Office.

C. Acknowledgment of January 2024 monthly activity report submitted by Globe Regional Constable's Office.

D. Acknowledgment of the January 2024 monthly activity report submitted by the Payson Regional Constable's Office.

E. Acknowledge of the January 2024 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

F. Acknowledgment of the November 2023 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

G. Acknowledgment of the December 2023 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

H. Acknowledgment of the January 2024 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

I. Approval of the Board of Supervisors' January 30, 2024, meeting minutes.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously approved Consent Agenda items A through 3I.

Item 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.

Cindy Hutson of Pine expressed a concern regarding the County's newly adopted Vacation Rental and Short-Term Rental Ordinance No. 2023-08. She believes that the restrictions put in place by the Ordinance will hurt every business in Pine.

Maria Allor of Mesa, who owns a short-term rental property in Strawberry, gave comments in opposition to Ordinance No. 2023-08. She believes that the Ordinance is too restrictive, and she would like to see that it gets reviewed for potential revisions.

Item 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 the information presented.

County Manager James Menlove and each Supervisor provided a summary of current events.

With no further business to come before the Board of Supervisors, Chairman Christensen adjourned the meeting at 11:33 a.m.

APPROVED:

Stephen Christensen, Chairman

ATTEST:

James Menlove, Clerk of the Board