



PINAL COUNTY
WIDE OPEN OPPORTUNITY

PURCHASING DIVISION REPORT

March 20, 2024

CONTRACT AMENDMENTS:

The Board is requested to approve the following contract amendments:

1. RFP 203026 – Public Defense Services Office – Attorney Services - Recommended approval of Amendment No. 4 to exercise the optional extension period from July 1, 2024 through June 30, 2025 with the following suppliers:

Alcantar Law Firm (Herman Alcantar)	Law Office of Janelle A. McEachern
Alexander Law Office, PLC (Morgan P. Alexander)	Law Office of Rebekah S. Bell, PLLC
Catherine L. Greey, Attorney at Law	Law Office of Rosemary Gordon Panuco
E.M. Hale Law, PLLC (Elizabeth Hale)	Law Office of Samantha Sue Elledge, PLLC
Falduto Law Firm, PLLC (Bobbi Falduto)	Riddle Law Firm, PLLC (Joy L. Riddle)
Hill Law AZ, PLLC (Jennifer Hill)	Whitmer Law, PLLC (Henry Edward Whitmer)
Landry Law Office, PLLC (William Troy Landry)	

There is one (1) optional extension remaining. This contract is used by the Public Defense Services Department.

2. ROQ 205526 – On-Call Water Resources Engineering Services - Recommended approval of Amendment No. 3 to exercise the optional extension period from March 28, 2024 through March 27, 2025 with the following suppliers:

AECOM Technical Services, Inc.	Psomas
Atkins North America, Inc.	Stanley Consultants, Inc.
CONSOR Engineers, LLC	WEST Consultants, Inc.
Entellus, Inc.	Wilson & Company, Inc., Engineers & Architects
HDR Engineering, Inc.	WSP USA Environment & Infrastructure
JE Fuller Hydrology & Geomorphology, Inc.	

There is one (1) optional extension remaining. This contract is used by Development Services, Public Works Division.

3. ROQ 205926 – On-Call Transportation Planning Services - Recommended approval of Amendment No. 3 to exercise the optional extension period from March 28, 2024 through March 27, 2025 with the following suppliers:

AECOM Technical Services, Inc.	Michael Baker International, Inc.
Dibble	Wilson & Company, Inc. Engineers & Architects

There is one (1) optional extension remaining. This contract is used by Development Services, Community Development and Public Works Divisions.



PINAL COUNTY

WIDE OPEN OPPORTUNITY

4. ROQ 207026 – Airport Engineering Design & Construction Project Management Services - Recommended approval of Amendment No. 3 to exercise the optional extension period from March 24, 2024 through March 23, 2025 with Dibble. There is one (1) optional extension remaining. This contract is used by Development Services, Public Works Division.

COMPETITION IMPRACTICABLE PROCUREMENT OVER \$100,000:

The Board is requested to approve the following purchase request per Pinal County Procurement Code section PC1-350 governing competition impracticable purchases over \$100,000:

AMOUNT: \$340,686.44
SUPPLIER: Oracle America
DESCRIPTION: Annual Maintenance and Support Services for JD Edwards (E1) System
DEPARTMENT: Information Technology

AMOUNT: \$524,465.00
SUPPLIER: Election Systems & Software
DESCRIPTION: Four (4) DS950 Tabulators, includes Installation and Training
DEPARTMENT: Elections

COOPERATIVE PURCHASING AGREEMENT PROCUREMENTS \$100,000 - \$250,000:

The Board is hereby notified of the following cooperative purchases made:

PO NO.: 251339
SUPPLIER: FCI Constructors Inc.
AMOUNT: \$107,588.00
ITEMS: Office space conversion to include restroom and storage in the 1891 Courthouse
DEPARTMENT: Facilities



PINAL COUNTY
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Kristen Grieco, Procurement Officer

Date: March 20, 2024

Re: Contract Amendment for RFP #203026RFP – Public Defense Services Office – Attorney Services

It is requested the Board approve a contract term extension with the following suppliers who provide Attorney Services for the Public Defense Services Department(s):

Alcantar Law Firm (Herman Alcantar)
Alexander Law Office, PLC (Morgan P. Alexander)
Catherine L. Greey, Attorney at Law
E.M. Hale Law, PLLC (Elizabeth Hale)
Falduto Law Firm, PLLC (Bobbi Falduto)
Hill Law AZ, PLLC (Jennifer Hill)
Landry Law Office, PLC (William Troy Landry)
Law Office of Janelle A. McEachern
Law Office of Rebekah S. Bell, PLLC
Law Office of Rosemary Gordon Panuco
Law Office of Samantha Sue Elledge, PLLC
Riddle Law Firm, PLLC (Joy L. Riddle)
Whitmer Law, PLLC (Henry Edward Whitmer)

The County has spent approximately \$1,010,000 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on June 30, 2024. The new term, if approved, will begin on July 1, 2024, and will continue through June 30, 2025. After this extension, one (1) one-year optional extension will remain.

It is also requested the Board authorize the Director of the Office of Budget and Finance to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remain unchanged.

Respectfully submitted,

Kristen Grieco

Kristen Grieco
Procurement Officer
(520) 866-6639
Kristen.Grieco@pinal.gov



Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6008

Contract: 203026RFP
Amendment #4
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Defense Services Office – Attorney Services

Contractor Name: **Alcantar Law Firm, PLC (Herman Alcantar)**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2025.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X March 20, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	



Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6008

Contract: 203026RFP
Amendment #4
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Defense Services Office – Attorney Services

Contractor Name: **The Alexander Law Office, PLC (Morgan P. Alexander)**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2025.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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Contract Amendment

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Florence, AZ 85132
(520) 866-6008

Contract: 203026RFP
Amendment #4
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Defense Services Office – Attorney Services

Contractor Name: **Catherine L. Greey, Attorney at Law**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6008

Contract: 203026RFP
Amendment #4
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Defense Services Office – Attorney Services

Contractor Name: **E.M. Hale Law, PLLC (Elizabeth Hale)**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Contract Amendment

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Florence, AZ 85132
(520) 866-6008

Contract: 203026RFP
Amendment #4
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Defense Services Office – Attorney Services

Contractor Name: **Falduto Law Firm, PLLC (Bobbi Falduto)**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Contract Amendment

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31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6008

Contract: 203026RFP
Amendment #4
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Defense Services Office – Attorney Services

Contractor Name: **Hill Law AZ, PLLC (Jennifer Hill)**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Contract: 203026RFP
Amendment #4
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Defense Services Office – Attorney Services

Contractor Name: **Landry Law Office, P.C. (William Troy Landry)**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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(520) 866-6008

Contract: 203026RFP
Amendment #4
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Defense Services Office – Attorney Services

Contractor Name: **Law Offices of Janelle A. McEachern**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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(520) 866-6008

Contract: 203026RFP
Amendment #4
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Defense Services Office – Attorney Services

Contractor Name: **Law Office of Rebekah S. Bell, PLLC**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Contract Amendment

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Florence, AZ 85132
(520) 866-6008

Contract: 203026RFP
Amendment #4
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Defense Services Office – Attorney Services

Contractor Name: **Law Office of Rosemary Gordon Panuco**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2025.

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Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6008

Contract: 203026RFP
Amendment #4
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Defense Services Office – Attorney Services

Contractor Name: **Law Office of Samantha Sue Elledge, PLLC**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2025.

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Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6008

Contract: 203026RFP
Amendment #4
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Defense Services Office – Attorney Services

Contractor Name: **Riddle Law Firm, PLLC (Joy L. Riddle)**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2025.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

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Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6008

Contract: 203026RFP
Amendment #3
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Defense Services Office – Attorney Services

Contractor Name: **Whitmer Law, PLLC (Henry Edward Whitmer)**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 30, 2025.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X March 20, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	



To: Pinal County Board of Supervisors

From: Lorina Gillette, Procurement Officer

Date: March 20, 2024

Re: Contract Amendment for 205526ROQ On-Call Water Resources Engineering Services

It is requested the Board approve a contract term extension with the following suppliers who provide water resources engineering services for the Public Works Department:

AECOM Technical Services, Inc.
Atkins North America, Inc.
CONSOR Engineers, LLC
Entellus, Inc.
HDR Engineering, Inc.
JE Fuller Hydrology & Geomorphology, Inc.
Psomas
Stanley Consultants, Inc.
WEST Consultants, Inc.
Wilson & Company, Inc., Engineers & Architects
WSP USA Environment & Infrastructure

The County has spent approximately \$1,517,174.83 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of these contracts will expire on March 27, 2024. The new term, if approved, will begin on March 28, 2024, and will continue through March 27, 2025. After this extension, one (1) one-year optional extension will remain.

The amendment includes a name change for WSP from WSP USA Environment & Infrastructure to WSP USA Inc. Due to their company restructuring, this firm also has an increase in their overhead cost as seen in Exhibit B.

The amendment also includes a name change for Atkins North America from Atkins North America, Inc. to AtkinsRealis USA Inc.

It is also requested the Board authorize the Finance Director to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remain unchanged.

Leo Lew
County Manager

Angeline Woods
Office of Budget & Finance Director



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Himanshu Patel
Deputy County Manager

MaryEllen Sheppard
Deputy County Manager

Respectfully submitted,

Lorina Gillette

Lorina Gillette
Procurement Officer
520-866-6262
Lorina.Gillette@pinal.gov

Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

Contract 205526ROQ
Amendment #3
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Water Resources Engineering Services

Contractor Name: **AECOM Technical Services, Inc.**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2025.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Mike Goodman, Chairman
Pinal County Board of Supervisors

March 20, 2024

Date



Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 205526ROQ
Amendment #3**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Water Resources Engineering Services

Contractor Name: **Atkins North America, Inc.**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2025.
2. Name Change. Company name change from Atkins North America, Inc. to AtkinsRealis USA Inc.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Linda Potter
(Name)
Senior Project Director
(Title)

(Signature)
Atkins North America, Inc.
(Contractor Name)

DATE: February 9, 2024

BY: Mike Goodman
(Name)
Chairman, Pinal County Board of Supervisors
(Title)

(Signature)
DATE: March 20, 2024

Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 205526ROQ
Amendment #3**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Water Resources Engineering Services

Contractor Name: **CONSOR Engineers, LLC**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2025.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Mike Goodman, Chairman
Pinal County Board of Supervisors

March 20, 2024

Date

Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 205526ROQ
Amendment #3**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Water Resources Engineering Services

Contractor Name: **Entellus, Inc.**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2025.

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<u>X</u>	March 20, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
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520-866-6008

**Contract 205526ROQ
Amendment #3**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Water Resources Engineering Services

Contractor Name: **HDR Engineering, Inc.**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2025.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

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Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	

Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 205526ROQ
Amendment #3**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Water Resources Engineering Services

Contractor Name: **JE Fuller Hydrology & Geomorphology, Inc.**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2025.

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Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
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520-866-6008

**Contract 205526ROQ
Amendment #3**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Water Resources Engineering Services

Contractor Name: **Psomas**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 205526ROQ
Amendment #3**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Water Resources Engineering Services

Contractor Name: **Stanley Consultants, Inc.**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2025.

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Mike Goodman, Chairman
Pinal County Board of Supervisors

March 20, 2024

Date

Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

**Contract 205526ROQ
Amendment #3**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Water Resources Engineering Services

Contractor Name: **WEST Consultants**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

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Florence, AZ 85132
520-866-6008

Contract 205526ROQ
Amendment #3
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Water Resources Engineering Services

Contractor Name: **Wilson & Company, Inc., Engineers & Architects**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2025.

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Mike Goodman, Chairman
Pinal County Board of Supervisors

March 20, 2024

Date



Contract Amendment

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31 N. Pinal Street, PO Box 1348
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520-866-6008

Contract 205526ROQ
Amendment #4
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Water Resources Engineering Services

Contractor Name: **WSP USA Environment & Infrastructure**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2025.
2. Supplier Name Change. Effective March 4, 2024 WSP USA Environment & Infrastructure will begin operating under WSP USA Inc.
3. Modified Exhibit B of the Contract. Exhibit B is modified and superseded in its entirety by the attached Exhibit B.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above reference contract amendment is hereby executed this date by the County.

BY: Joy Melita

(Name)

Senior Vice President

(Title)

(Signature)

WSP USA Inc.

(Contractor Name)

BY: Mike Goodman

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: March 20, 2024



205526ROQ Contract Exhibit B
Negotiated Pricing

On-Call Water Resources Engineering Services
Wood Environment & Infrastructure Solutions, Inc.

Submit fee schedule in accordance with the sample below. Respondent may provide a table of costs based on expertise of employee i.e. classification / title.

Item	Classification / Title	Average Hourly Rate	Overhead (134.75%)	Net Fee (10%)	Total Hourly Rate
1	Principal Engineer / Scientist	\$78.00	\$105.11	\$18.31	\$201.42
2	Senior Project Manager	\$72.77	\$98.06	\$17.08	\$187.91
3	Project Manager	\$64.27	\$86.60	\$15.09	\$165.96
4	Associate Engineer / Scientist	\$64.48	\$86.89	\$15.14	\$166.50
5	Senior Engineer / Scientist	\$59.18	\$79.75	\$13.89	\$152.82
6	Project Engineer / Scientist	\$49.06	\$66.11	\$11.52	\$126.69
7	Staff Engineer / Scientist	\$42.07	\$56.69	\$9.88	\$108.64
8	Engineer-in-Training	\$33.00	\$44.47	\$7.75	\$85.21
9	Senior CAD Drafter / Designer	\$36.00	\$48.51	\$8.45	\$92.96
10	CAD Drafter / Designer	\$33.00	\$44.47	\$7.75	\$85.21
11	GIS Analyst / Programmer	\$32.76	\$44.14	\$7.69	\$84.59
12	Technician / Field Inspector	\$31.30	\$42.18	\$7.35	\$80.82
13	Special Inspector / Field Technician	\$36.00	\$48.51	\$8.45	\$92.96
14	Non-Licensed Engineering Staff	\$31.51	\$42.46	\$7.40	\$81.37
15	Non-Degreed Project Personnel (Intern)	\$18.00	\$24.26	\$4.23	\$46.48
16	Administrative	\$23.00	\$30.99	\$5.40	\$59.39
17	Clerical	\$15.00	\$20.21	\$3.52	\$38.73

Leo Lew
County Manager

Angeline Woods
Budget & Finance Director



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Himanshu Patel
Deputy County Manager

MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Lorina Gillette, Procurement Officer

Date: March 20, 2024

Re: Contract Amendment for 205926ROQ On-Call Transportation Planning Services

It is requested the Board approve a contract term extension with the following suppliers who provide transportation planning services for the Community Development and Public Works Departments:

AECOM Technical Services, Inc.
Dibble
Michael Baker International, Inc.
Wilson & Company, Inc., Engineers & Architects

The County has spent approximately \$630,000.00 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of these contracts will expire on March 27, 2024. The new term, if approved, will begin on March 28, 2024, and will continue through March 27, 2025. After this extension, one (1) one-year optional extension will remain.

It is also requested the Board authorize the Finance Director to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remain unchanged.

Respectfully submitted,

Lorina Gillette

Lorina Gillette
Procurement Officer
520-866-6262
Lorina.Gillette@pinal.gov



Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

Contract 205926ROQ
Amendment #3
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Transportation Planning Services

Contractor Name: **AECOM Technical Services, Inc.**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2025.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Mike Goodman, Chairman
Pinal County Board of Supervisors

March 20, 2024

Date

Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

Contract 205926ROQ
Amendment #3
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Transportation Planning Services

Contractor Name: **Dibble**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2025.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Mike Goodman, Chairman
Pinal County Board of Supervisors

March 20, 2024

Date

Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

Contract 205926ROQ
Amendment #3
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Transportation Planning Services

Contractor Name: **Michael Baker International, Inc.**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2025.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Mike Goodman, Chairman
Pinal County Board of Supervisors

March 20, 2024

Date

Contract Amendment

Pinal County Office of Budget & Finance Department
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
520-866-6008

Contract 205926ROQ
Amendment #3
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

On-Call Transportation Planning Services

Contractor Name: **Wilson & Company, Inc. Engineers & Architects**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2025.

Except as otherwise expressly modified or amended herein, all other terms, conditions and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X

Mike Goodman, Chairman
Pinal County Board of Supervisors

March 20, 2024

Date



PINAL COUNTY
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Lorina Gillette, Procurement Officer

Date: March 20, 2024

Re: Contract Amendment for ROQ #207026ROQ Airport Engineering Design & Construction Project Management Services

It is requested the Board approve a contract term extension with Dibble who provides Airport Engineering Design & Construction Project Management Services for Development Services, Public Works Division.

The County has spent approximately \$570,000 on this contract in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on March 23, 2024. The new term, if approved, will begin on March 24, 2024, and will continue through March 23, 2025. After this extension, one (1) one-year optional extension will remain.

It is also requested the Board authorize the Director of the Office of Budget and Finance to approve and sign resulting purchase orders and related administrative documents. All other terms and conditions remain unchanged.

Respectfully submitted,

Lorina Gillette

Lorina Gillette, CPPB
Procurement Officer
(520) 866-6262
Lorina.Gillette@pinal.gov



Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6008

Contract: 207026ROQ
Amendment #3
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

Airport Engineering Design & Construction Project Management Services

Contractor Name: **Dibble**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 23, 2025.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

X	X March 20, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	

Competition Impracticable Justification Form

(In accordance with Pinal County Procurement Code PC1 - 349-351)



Requestor and Vendor Information

Requestor Name

CHRISTINE TRAWLE

Request Date

03/01/2024

Requestor Email

CHRISTINE.TRAWLE@PINAL.GOV

Requestor Extension OR Phone # *

6888

Department Name

IT\MIS

Requisition #

169753

Suggested Vendor *

ORACLE AMERICA

Estimated Yearly Amount *

\$340,686.44

Item/Service to be Purchased: *

Annual Maintenance and Support services for JD Edwards (E1) System

REQUESTOR: Reason for Requesting Competition Impracticable (Check All Applicable):

☒ Item or service has been determined as a County-wide standard:

Explain: *

E1 is currently the County-wide standard financial system and Oracle is the only vendor which supports this system.

☐ Must match existing item or service to ensure uniformity where costs to manage variations would be prohibitive:

☒ Use of “certified” or specifically approved vendors of service equipment is required to maintain warranty of equipment:

Explain: *

Modules are created within the system that no other vendor knows or can support.

☐ Specifications of a particular item or service is such that there is not a comparable product on the market that could provide similar results or quality. Other manufacturers of this type of product or service do not meet our minimum requirements. For example, manufacturer & reason:

☐ Other (includes course-specific material):

Supporting Documents Attachment (0)

FIN Purchasing Supporting Documents (Document Name – Max. 75 Characters)

Administration Approval Section**Department Director Approval****Dept Director Approval Name**

ROBERTST

Dept Director Response

Approved

Dept Director Approval Date

03/04/2024

Dept Director Approval Comments**Dept Director Denied Comments****Procurement Officer – Review & Recommendation****Procurement Officer Approval Name**

MAEGANQ

Procurement Officer Response

Approved

Procurement Officer Approval Date

03/05/2024

Procurement Officer Review

COMPETITION IMPRACTICABLE JUSTIFICATION IS ADEQUATE AND PURCHASE TO BE AUTHORIZED WITHOUT COMPETITIVE BIDDING.

Procurement Officer Approval Comments**Procurement Officer Denied Comments**

Procurement Manager Approval**Procurement Mgr Approval Name**

ANGELINE WOODS

Procurement Mgr Response

Approved

Procurement Mgr Approval Date

03/05/2024

Procurement Mgr Approval Comments**Procurement Mgr Denied Comments****Finance Director – Under \$100K****Finance Director Approval Name****Finance Director Response****Finance Director Approval Date****Finance Director Approval Comments****Finance Director Denied Comments**

Procurement FINAL**Procurement FINAL Approval Name****Procurement FINAL Approval Date****Contract # – if applicable****Vendor #****Vendor Name****Execution Date****Retention Date****Denied Information Section****Procurement Officer Denied Queue Comments**

Mike Goodman, Chairman
Pinal County Board of Supervisors

March 20, 2024

Date

February 20, 2024

Re: Pinal County's legal authority for prepayment of Oracle support services

There has been a request from Oracle for a letter of legal authority from Pinal County to ensure there is the ability to pre-pay for one full year of support services related to maintenance service for the E -1 system. Pursuant to that request I am providing the following statutory references upon which the county is relying on to support such prepayment:

Arizona Revised Statute 11-251(11) provides that the Board of Supervisors...may... Examine, settle and allow accounts legally chargeable against the county, order warrants to be drawn on the county treasurer for that purpose and provide for issuing the warrants.

Arizona Revised Statute 11-201(A)(3) further authorizes the Board of Supervisors or by agents and officers acting under its authority and authority of law....power to (3) Make such contracts an purchase and hold such personal property as may be necessary to the exercise of its powers.

These two statutes allow the county to enter into contracts "as may be necessary" and "allow such accounts (i.e. contracts) legally chargeable against the county" to be paid.

Respectfully,

Chris Keller
Chief Civil Deputy
Pinal County Attorney's Office.



3-Feb-24

Dear Christine Trent.

Your technical support services are due for renewal.

Support Service Number: 5519775

Support Start Date: 1-Jun-24

Amount Due: USD 313,419.00 (excluding applicable tax)

To avoid any interruption in these services, please complete your renewal by 2-May-24.

Oracle would like to thank you for your continued business.

Have a question? Call 1-888-545-4577, [Chat on My Support Renewals](#), or [find answers and get help](#).



Technical Support Services Renewal Order

General Information

Customer: Pinal County
Support Service Number: 5519775
Offer Expires: 31-May-24

Oracle: Oracle America, Inc.
Oracle Contact Information:
Oracle Premier Support Digital Renewal Center
Call 1-888-545-4577
[Chat on My Support Renewals](#)
[Click to find answers and get help](#)

Online Renewals can be viewed and accepted on [My Support Renewals](#)

Customer Quote To

Christine Trent.
Pinal County
Pinal County Finance Dept
PO Box 1348
Florence
AZ 85132
United States
520 866.6888
christine.trent@pinal.gov

Customer Bill To

Accounts Payable
Pinal County
Pinal County Finance Dept
PO Box 1348
Florence
AZ 85132
United States
FinanceInvoices@pinalcountyz.gov

"You" and "Your" as used in this renewal order, refer to the Customer listed above.

Please ensure the Quote To and Bill To details above are correct, especially the email addresses, as Oracle will usually deliver communications, including Your invoice, to the respective email address.

Service Details

Program Technical Support Services

Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
JD Edwards EnterpriseOne Advanced Contract Billing - Application User Perpetual	18576157	5		FULL USE	1-Jun-24	31-May-25	1,262.76
JD Edwards EnterpriseOne Expense Management - Expense Report Perpetual	18576157	2000		FULL USE	1-Jun-24	31-May-25	659.55
JD Edwards EnterpriseOne Human Resources - Employee Perpetual	18576157	2500		FULL USE	1-Jun-24	31-May-25	43,115.66
JD Edwards EnterpriseOne One View Reporting for Financials - Application User Perpetual	18576157	15		FULL USE	1-Jun-24	31-May-25	948.09
JD Edwards EnterpriseOne One View Reporting for Human Resources - Application User Perpetual	18576157	15		FULL USE	1-Jun-24	31-May-25	948.09
JD Edwards EnterpriseOne One View Reporting for Payroll - Application User Perpetual	18576157	15		FULL USE	1-Jun-24	31-May-25	948.09
JD Edwards EnterpriseOne One View Reporting for Procurement and Subcontract Management - Application User Perpetual	18576157	15		FULL USE	1-Jun-24	31-May-25	948.09
JD Edwards EnterpriseOne One View Reporting for Project Costing - Application User Perpetual	18576157	15		FULL USE	1-Jun-24	31-May-25	948.09
JD Edwards EnterpriseOne Operational Sourcing - Application User Perpetual	18576157	5		FULL USE	1-Jun-24	31-May-25	1,262.76
JD Edwards EnterpriseOne Payroll - Employee Perpetual	18576157	2500		FULL USE	1-Jun-24	31-May-25	52,437.99
JD Edwards EnterpriseOne Requisition Self Service - Application User Perpetual	18576157	1500		FULL USE	1-Jun-24	31-May-25	6,595.37
JD Edwards EnterpriseOne Supplier Self Service - Application User Perpetual	18576157	5		FULL USE	1-Jun-24	31-May-25	2,526.88
JD Edwards EnterpriseOne Time and Labor - Employee Perpetual	18576157	2500		FULL USE	1-Jun-24	31-May-25	25,636.35
Oracle Analytics Publisher or Oracle Business Intelligence Publisher - Named User Plus Perpetual	18576157	15		FULL USE	1-Jun-24	31-May-25	1,137.68
Oracle User Productivity Kit Standard - Employee Perpetual	18576157	2500		FULL USE	1-Jun-24	31-May-25	6,183.14
Oracle User Productivity Kit Standard - UPK Developer Perpetual	18576157	2		FULL USE	1-Jun-24	31-May-25	1,923.64

Program Technical Support Fees: USD 147,482.23

Program Technical Support Services

Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
JD Edwards EnterpriseOne One View Reporting Foundation - Enterprise \$M in Operating Budget Perpetual	18576157	401		FULL USE	1-Jun-24	31-May-25	6,281.26
JD Edwards EnterpriseOne Self-Service Human Resources - Enterprise Employee Perpetual	18576157	2500		FULL USE	1-Jun-24	31-May-25	9,274.74

Program Technical Support Fees: USD 15,556.00

Program Technical Support Services

Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
JD Edwards EnterpriseOne Contract and Service Billing (included in Suite)	18576157	138		FULL USE	1-Jun-24	31-May-25	17,984.97
JD Edwards EnterpriseOne Core Tools and Infrastructure (included in Suite)	18576157	138		FULL USE	1-Jun-24	31-May-25	1,157.84
JD Edwards EnterpriseOne Financials (included in Suite)	18576157	138		FULL USE	1-Jun-24	31-May-25	23,645.49
JD Edwards EnterpriseOne Inventory Management (included in Suite)	18576157	138		FULL USE	1-Jun-24	31-May-25	23,645.49
JD Edwards EnterpriseOne Procurement and Subcontract Management (included in Suite)	18576157	138		FULL USE	1-Jun-24	31-May-25	23,645.49
JD Edwards EnterpriseOne Project Costing (included in Suite)	18576157	138		FULL USE	1-Jun-24	31-May-25	23,645.51
JD Edwards EnterpriseOne System Foundation (included in Suite)	18576157	138		FULL USE	1-Jun-24	31-May-25	360.23

Program Technical Support Fees: USD 114,085.02

Program Technical Support Services

Service Level: Software Update License & Support

Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle WebLogic Server Standard Edition - Processor Perpetual	22164494	24		FULL USE	1-Jun-24	31-May-25	36,295.75


Program Technical Support Fees: USD 36,295.75

Total Price: USD 313,419.00

Excluding applicable tax

Notes

If Oracle accepts Your renewal order, the start date set forth in the Service Details table above shall serve as the commencement date of the technical support services and the technical support services ordered under this renewal order will be provided through the end date specified in the table for the applicable programs and/ or hardware ("Support Period").



If any of the fields listed in the Service Details table above are blank, then such fields do not apply to Your renewal.

Technical Support Services Terms

Technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported programs and/or hardware during the period for which fees for technical support have been paid, or for U.S. federal and public sector entities, the period for which services have been ordered. You should review the technical support policies prior to entering into this renewal order.

The current version of the technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Regarding the inclusion of DFARS 252.204-7012, the parties agree that DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), does not apply to the Commercial Off the Shelf (COTS) licenses or hardware, and does not apply to the associated technical support because Oracle will not process, collect, develop, receive, transmit, use, or store "covered defense information" on "covered contractor information systems" as defined in DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016), in performance of the associated technical support services ordered under this renewal quote, and the Government agrees that it will not provide "covered defense information" to Oracle in performance of the associated technical support services..

The technical support services renewed under this renewal order are governed by the terms and conditions of the US-GMA-562803 ("agreement"). Any use of the programs and/or hardware, which includes updates and other materials provided or made available by Oracle as a part of technical support services, is subject to the rights granted for the programs and/or hardware set forth in the order in which the programs and/or hardware were acquired.

This renewal order incorporates the agreement by reference. In the event of inconsistencies between the terms contained in this renewal order and the agreement, this renewal order shall take precedence.

Renewal Processing Details

Your renewal order is subject to Oracle's acceptance. Your renewal is considered complete when You provide Oracle with payment details for the renewal as detailed below or an executed Oracle Financing contract. Once completed, Your renewal cannot be cancelled and Your payment is nonrefundable, except as provided in the agreement. Oracle will issue an invoice to You upon receipt of a purchase order or a form of payment acceptable to Oracle.

If You are U.S. federal government or public sector entity, Oracle will issue You an invoice quarterly in arrears after the services are performed.

Unless you are an U.S. federal government entity, Oracle's invoice includes applicable sales tax, GST, or VAT (collectively referred to as "tax"). If Pinal County is a tax exempt organization and is not an U.S. federal government entity, a copy of Pinal County's tax exemption certificate must be submitted with Pinal County's purchase order, credit card, or other acceptable form of payment.

Technical Support fees are invoiced Quarterly in Arrears. All fees payable to Oracle are due within 30 NET from date of invoice.

You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income. If Pinal County is a tax exempt organization, a copy of Pinal County's tax exemption certificate must be submitted with Pinal County's purchase order, check, credit card or other acceptable form of payment.

Payment Details

Purchase Order

If You are submitting a purchase order for the payment of the renewal of the technical support services on this renewal order, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- Support Service Number: 5519775
- Total Price: USD 313,419.00 (excluding applicable tax)
- Local Tax, if applicable

In issuing a purchase order, Pinal County agrees that the terms of this renewal order and the agreement supersede the terms in the purchase order or any other non-Oracle document, and no terms included in any such purchase order or other non-Oracle document shall apply to the technical support services ordered under this renewal order.

Please contact Oracle per the General Information section above to issue Your purchase order.

Credit Card

If You wish to use a credit card to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in USD.

PayPal

If You wish to use PayPal to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process PayPal transactions of USD \$100,000 or greater or transactions that are not in USD.

eCheck

If You wish to use eCheck to pay for the renewal of the technical support services on this renewal order, please contact Oracle per the General Information section above. Please note that Oracle is unable to process eCheck transactions that are not in USD.

Check

If You are submitting a check for the payment of the renewal of the technical support services on this renewal order, the check must include the following information:

- Support Service Number: 5519775
- Total Price: USD 313,419.00 (excluding applicable tax)
- Local Tax, if applicable

In issuing a check, Pinal County agrees that only the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the check shall apply.

Checks for technical support services ordered under this renewal order should be sent to:

AK, AZ, CA, HI, ID, NV, OR, UT, WA:

Oracle America, Inc
PO Box 884471
Los Angeles, CA 90088-4471

All Other States:

Oracle America, Inc
PO Box 203448
Dallas, TX 75320-3448

Payment Confirmation

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

___ Pinal County does not issue purchase orders.

___ Pinal County does not require a purchase order for the services ordered hereto.

Pinal County certifies that the information provided above is accurate and complies with Pinal County's business practices in entering into this renewal order, including obtaining all necessary approvals to release the funds for this renewal. In issuing this payment confirmation, Pinal County agrees that the terms of this renewal order and the agreement shall apply to the technical support services ordered under this renewal order. No terms attached or submitted with the payment confirmation shall apply.

The signature below affirms Pinal County's commitment to pay for the services ordered in accordance with the terms of this renewal order.


Pinal County

Authorized Signature

Name

Title

Signature Date



Please contact Oracle per the General Information section above to issue Your Payment Confirmation.

Competition Impracticable Justification Form

(In accordance with Pinal County Procurement Code PC1 - 349-351)



Requestor and Vendor Information

Requestor Name

KELLY PILE

Request Date

02/16/2024

Requestor Email

KELLY.PILE@PINAL.GOV

Requestor Extension OR Phone # *

5208667552

Department Name

ELECTIONS

Requisition #

169706

Suggested Vendor *

ELECTION SYSTEMS & SOFTWARE

Estimated Yearly Amount *

\$524,465.00

Item/Service to be Purchased: *

This request is for four DS950 tabulators to be installed in the new Elections Facility and replace the current DS850 tabulators. Election Systems and Software are the current vendor for the Election's Department since approximately 2014. The infrastructure that is currently in place and will be in place in the new building will allow the tabulators to be installed with no additional cost to the County. The DS950's have already been certified by the Secretary of State's Office for use within Arizona. Pinal County has an emergency plan in place that is in coordination with Pima County, that if anything catastrophic were to occur in Pinal County that caused the Elections Department to be unable to tabulate ballots, Pinal County would travel to Pima County Election's Department to utilize their ES&S equipment. The cost includes installation and training on the new machines and a trade in credit for two of the DS850's and the DS200 that the Elections Department currently has. There will be a yearly maintenance cost of approximately \$26,000 plus applicable sales tax.

REQUESTOR: Reason for Requesting Competition Impracticable (Check All Applicable):

☒ Item or service has been determined as a County-wide standard:

Explain: *

ES&S is the current vendor for election services that include tabulators and ADA voting equipment. The upgraded DS950 will work with the infrastructure that is currently in place including software and servers.

☒ Must match existing item or service to ensure uniformity where costs to manage variations would be prohibitive:

Explain: *

The DS950's are through ES&S which is the current vendor utilized by the county for election systems.

☒ Use of "certified" or specifically approved vendors of service equipment is required to maintain warranty of equipment:

Explain: *

The DS950's will be covered by the ES&S warrant and maintenance agreements which is required for ES&S for maintenance. ES&S will provide technicians that are certified in their proprietary systems to conduct all yearly maintenance and any maintenance that is needed on the machines.

☐ Specifications of a particular item or service is such that there is not a comparable product on the market that could provide similar results or quality. Other manufacturers of this type of product or service do not meet our minimum requirements. For example, manufacturer & reason:

☐ Other (includes course-specific material):

Supporting Documents Attachment (2)

FIN Purchasing Supporting Documents (Document Name – Max. 75 Characters)

- Dept: ELECTIONS – Req Dt – Suggested Venor: ELECTION SYSTEMS & SOFTWARE – Vendor Name:

- Dept: ELECTIONS – Req Dt – Suggested Venor: ELECTION SYSTEMS & SOFTWARE – Vendor Name:

Administration Approval Section**Department Director Approval****Dept Director Approval Name**

MATTHEWRO

Dept Director Response

Approved

Dept Director Approval Date

02/22/2024

Dept Director Approval Comments**Dept Director Denied Comments****Procurement Officer – Review & Recommendation****Procurement Officer Approval Name****Procurement Officer Response****Procurement Officer Approval Date****Procurement Officer Review****Procurement Officer Approval Comments****Procurement Officer Denied Comments**

Procurement Manager Approval**Procurement Mgr Approval Name****Procurement Mgr Response****Procurement Mgr Approval Date****Procurement Mgr Approval Comments****Procurement Mgr Denied Comments****Finance Director – Under \$100K****Finance Director Approval Name****Finance Director Response****Finance Director Approval Date****Finance Director Approval Comments****Finance Director Denied Comments****Procurement FINAL****Procurement FINAL Approval Name****Procurement FINAL Approval Date****Contract # – if applicable****Vendor #****Vendor Name****Execution Date****Retention Date**

Denied Information Section

Procurement Officer Denied Queue Comments



11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Sales Order Agreement

1st Election Date: August 6, 2024

Estimated Delivery Date: June 2024

Customer Contact, Title: Elections Department

Phone Number: 520-866-7549

Customer Name: Pinal County, Arizona

Fax Number: N/A

Type of Sale: ☒ NEW

Type of Equip: ☒ NEW ☐ REFURBISHED

Bill To: _____

Ship To: _____

Pinal County, Arizona

Pinal County, Arizona

Elections Department

Elections Department

P.O. Box 848

188 S. Main Street

Florence, AZ 85132

Coolidge AZ 85128

Item	Description	Qty	Price	Total
1	DS950 Model DS950 High-Speed Scanner and Tabulator: Model DS950 Scanner with Steel Table, Start-up Kit, Dust Cover, Reports Printer, Battery Backup, USB Cable, and Two (2) Standard 8GB Memory Devices	4	\$133,100.00	\$532,400.00
2	DS950 Equipment Installation	4	\$1,735.00	\$6,940.00
3	Services DS950 Scanner Training Day	1	\$1,975.00	\$1,975.00
4	Services Election On-Site Support Event	1	\$5,475.00	\$5,475.00
5	Trade-In Allowance Equipment Being Traded-In by Customer Includes: 1 - Model DS200 Scanner 1 - Model DS200 Ballot Box 2 - Model DS850 Scanner	1	(\$25,625.00)	(\$25,625.00)
6	Shipping Shipping & Handling	1	\$3,300.00	\$3,300.00
Order Total				\$ 524,465.00

Freight Billable: yes ☒ no ☐

Bryan Hoffman
Regional Sales Manager

Customer Signature

Date

V.P. of Finance

Date

Title

Trade-In Equipment:

ES&S will coordinate and pay for the pickup and transportation of the trade-in equipment from Customer's site on a date to be mutually agreed upon by the parties.
ES&S is responsible for preparing, packaging and palletizing the trade-in equipment for shipment.

Payment Terms

\$262,232.50 of Order Total will be invoiced upon Contract Execution.

\$262,232.50 of Order Total will be invoiced as Equipment is provided to Customer.

Invoices are due net 30 from receipt of invoice.

Note 1: Any applicable state and local taxes are not included, and are the responsibility of the Customer.

Warranty Period (Years):

One (1) Year From Equipment Delivery

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

The terms, conditions, and pricing for the Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period) are set forth in Exhibit A attached hereto.

SEE GENERAL TERMS

GENERAL TERMS

1. Definitions:

All capitalized terms used, but not otherwise defined, in these Hardware Purchase and Software License Terms ("General Terms") or in an Exhibit shall have the following meanings:

- a. "Documentation" means any and all written or electronic documentation furnished or generally made available to Customer by ES&S relating to the ES&S Hardware and ES&S Software, including any operating instructions, user manuals or training materials.
- b. "ES&S Firmware" means ES&S' proprietary software which is installed on the ES&S Hardware.
- c. "ES&S Hardware Maintenance Services" and "ES&S Software License, Maintenance and Support Services" means those services described on Exhibit A.
- d. "ES&S Software" means the ES&S Software and ES&S Firmware as set forth on the front side of this agreement.
- e. "ES&S Hardware" means ES&S' proprietary vote tabulation hardware set forth on the front side of this Agreement.
- f. "Software" means ES&S Software and Third-Party software.
- g. "Third-Party Items" means hardware, equipment and software manufactured and developed by parties other than ES&S.

2. Hardware Purchase and Software License Terms. Subject to the terms and conditions of this Sales Order Agreement ("Agreement"), ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Hardware and ES&S Software described on the front side of this Agreement. The payment terms for the ES&S Hardware and ES&S Software are set forth on the front side of this Agreement. The consideration for ES&S' grant of the license during the Initial License Term for the ES&S Firmware is included in the cost of the ES&S Hardware.

a. **Hardware Purchase.** Subject to the terms and conditions of this Agreement, ES&S agrees to sell, and Customer agrees to purchase, the ES&S Hardware. Title to the ES&S Hardware shall pass to Customer when Customer has paid ES&S the total amount set forth on the front side of this Agreement for the ES&S Hardware.

b. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and the Documentation in the Jurisdiction while Customer is using the ES&S Hardware and timely pays the applicable annual ES&S Software License, Maintenance and Support Fees set forth on Schedule A1. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Hardware and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.

3. Prohibited Uses. Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

- a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;
- b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or
- c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent;
- d. Cause or permit any review, testing, examination, or audit of the ES&S Software without ES&S' prior written consent; or
- e. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. Term of Licenses. The licenses granted in Section 2(b) shall commence upon the delivery of the ES&S Software described in Section 2(b) and shall continue for a **one (1) year period** (the "Initial License Term"). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on the front side of this Agreement. The license terms for any License Renewal Term shall be set forth on Exhibit A. ES&S may terminate any of the licenses granted hereunder if Customer fails to pay the consideration due for, or breaches Sections 2(b), 3, or 9 with respect to, such licenses. Upon the termination any of the licenses granted in Section 2(b) for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. Updates. During the Initial License Term or any License Renewal Term for which Customer has paid the associated renewal fees, ES&S may provide new releases, upgrades, or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule solely defined by ES&S. Customer is solely responsible for obtaining and purchasing any upgrades or Third-Party Items required to operate the Updates, as well as the cost of any replacements, retrofits or modifications to the ES&S Hardware which may be necessary in order to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Updates

to the ES&S Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If Customer requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, then Customer shall execute and deliver to ES&S a purchase order therefore and ES&S shall charge Customer accordingly for such installation. ES&S shall also charge Customer at its then-current rates to: (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all ES&S Tabulation Software Updates. If applicable, Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install the most recent Update provided to it by ES&S. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:

- (i) the total cost of any Third-Party Items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Hardware contracted for herein that may be developed and offered by ES&S in order for such ES&S Hardware to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. Delivery; Risk of Loss. The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Hardware and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Hardware and ES&S Software and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. Warranty.

a. **ES&S Hardware/ES&S Software.** ES&S warrants that for a **one (1) year period** (the "Warranty Period"), it will repair or replace any component of the ES&S Hardware or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, protective coatings, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. The Warranty shall not include the repair or replacement of any ES&S Hardware due to cosmetic damages, including, but not limited to, screen cracks, scratches, dents and broken plastic or any defects resulting from normal wear and tear. ES&S has no obligation under this Agreement to assume the obligations under any existing or expired warranty for a Third-Party Item. Any repaired or replaced item of ES&S Hardware or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Hardware or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Hardware or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Hardware or ES&S Software to be repaired or replaced has been maintained or repaired by an individual other than an authorized representative of ES&S (IV) the ES&S Hardware or ES&S Software to be repaired or replaced has not been used, displayed, disseminated, transferred, loaned, disassembled, dismantled, modified, and/or tampered with by a third party without ES&S prior written consent (V) the ES&S Hardware or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots, use which is not in accordance with the Documentation or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (vi) Customer has installed and is using the most recent Update provided to it by ES&S. This warranty is void for any units of hardware which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product. Upon expiration of the Warranty Period, Customer shall be entitled to receive Hardware Maintenance and Software Maintenance and Support Services, the terms of which are set forth on Exhibit A.

b. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY HARDWARE, SOFTWARE, THIRD-PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM PURCHASED, LEASED, RENTED

AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation Of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Hardware or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software Maintenance and Support.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation provided by ES&S, the design and configuration of the ES&S Hardware and the format, layout, measurements, design, and all other technical information associated with the ballots to be used with the ES&S Hardware. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Hardware, the ES&S Software, the Documentation, and ballots that are provided, and all permitted copies of the foregoing.

10. **Termination.** This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

12. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by commercial overnight courier (with written verification of receipt) or (d) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses or email address set forth on such signature page unless other names or addresses are provided by either or both parties in accordance herewith.

13. **Disputes.**

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

14. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

15. **Compliance with Laws.** ES&S warrants to Customer that, at the time of delivery, the ES&S Hardware and ES&S Software sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. The ES&S Hardware and ES&S Tabulation Software, including all components will be provided to Customer with a hardened network in accordance with the guidelines of the United States Election Assistance Commission. In the event Customer fails to maintain the ES&S Software in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.

16. **Voting System Reviews.** In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software and/or ES&S Hardware licensed and sold hereunder, Customer shall be responsible for:

(i) Customer's pro-rata share of such Review costs;

(ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Hardware and/or ES&S Software that may result from such Reviews; and

(iii) the total cost of any Third-Party Items that are required in order for the ES&S Hardware and/or ES&S Software to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 16(ii) and 16(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Hardware and/or ES&S Software purchased and licensed by Customer under this Agreement.

17. **Customer Enhancements.** In the event that Customer requests any future enhancements of the ES&S Hardware and/or ES&S Software ("Enhancements"), such requests shall be submitted in writing to ES&S. ES&S will evaluate each of the Enhancements to determine if any of such Enhancements are technologically feasible, commercially reasonable and consistent with ES&S's security protocol and procedures. In the event that ES&S determines that any of such Enhancements meet the foregoing requirements, then ES&S shall prepare a scope of work which shall include an estimated timeline and the estimated costs for design, development, testing, certification and implementation of such Enhancements (the "SOW"). ES&S shall provide the SOW to Customer for review and written approval. After ES&S's receipt of written approval of the SOW by Customer, ES&S shall prepare a written change order for Customer's execution. ES&S shall solely own and retain any and all intellectual proprietary rights in any Enhancements developed and provided to Customer.

18. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement, including all Exhibits hereto, contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form, or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Exhibit to this Agreement and these General Terms, the provision contained in the Exhibit shall control. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software, and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software, or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8-9, 12, 13(b), 14-16, and 18 of these General Terms shall survive any termination or expiration of this Agreement, to the extent applicable.

EXHIBIT A
ES&S HARDWARE MAINTENANCE AND
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES
(POST-WARRANTY PERIOD)

ARTICLE I
GENERAL

1. **Term; Termination.** This Exhibit A for ES&S Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Schedule A1 (the "Initial Post-Warranty Term"). Upon expiration of the Initial Post-Warranty Term, this Exhibit A shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Exhibit A is terminated by the first to occur of (a) either party's written election not to renew, which shall be delivered to the other party at least thirty (30) days prior to the end of the Initial Post-Warranty Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Exhibit A, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the ES&S Hardware Maintenance Services contemplated hereunder, (d) the date on which the ES&S Hardware or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Exhibit A. The termination of this Exhibit A shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Exhibit A is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide ES&S Hardware Maintenance and Software License, Maintenance and Support Services under this Exhibit A, Customer shall pay to ES&S the ES&S Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Schedule A1 for the Initial Post-Warranty Term. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Post-Warranty Term are due as set forth on Schedule A1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 10% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Exhibit A. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during the Initial Post-Warranty Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services.

ARTICLE II
HARDWARE

1. **Maintenance Services.** The ES&S Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S Hardware set forth on Schedule A1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "Routine Maintenance Services". Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Post-Warranty Term or any Renewal Period thereof. Generally,

Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Hardware components that are consumed in the normal course of operating the ES&S Hardware, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Customer may request that Routine Maintenance Services be performed more than once during the Initial Post-Warranty Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Schedule A1 and shall be due within thirty (30) days after invoice date. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the ES&S Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) use, modification, dismantling, disassembly, or transfer to third party without ES&S's prior written consent, (3) accident, theft, vandalism, neglect, abuse, liquid contact, use of adhesive materials on ballots or use that is not in accordance with instructions or specifications furnished by ES&S or (4) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Schedule A1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed

pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PCMCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"), or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for ES&S Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide ES&S Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for ES&S Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days within the Term for which such fee was paid and the denominator of which is the total number of days within the Term.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Post-Warranty Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide ES&S Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all ES&S Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Environmental Conditions.** Products should be stored in a clean, dry and secure environment. During the storage and operation of the Products, the temperature and moisture ranges should be maintained in accordance with the Products' Documentation.

f. **Reinstatement of ES&S Hardware Maintenance Services; Inspection.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving ES&S Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any ES&S Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any ES&S Hardware Maintenance Services with respect to such Product(s).

ARTICLE III

SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **License and Services Provided.** ES&S shall provide license, maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software, to allow Customer to continue to license and use the software in accordance with the license terms set forth in Sections 2-4 of the General Terms as well as to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software License,

Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Schedule A1.

2. **Updates.** During the Initial Post-Warranty Term and any Renewal Period thereof, ES&S may continue to provide Updates in accordance with the terms of Section 4 of the General Terms. Unless otherwise agreed to by the parties, and subject to Customer's prior execution of a purchase order therefor, ES&S shall install ES&S Firmware Updates in accordance with Section 4 of the General Terms. Updates to the ES&S Firmware will be incorporated by ES&S into a regularly scheduled preventative maintenance event at no additional charge to Customer. If Customer requests installation of an Update at a time other than a regularly scheduled preventative maintenance event, then Customer shall execute and deliver to ES&S a purchase order therefore and ES&S shall charge Customer accordingly for such installation. ES&S shall also charge Customer at its then-current rates to; (i) train Customer on Updates, if such training is requested by Customer and (ii) if applicable, provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Notwithstanding the foregoing, Customer shall pay ES&S to install all ES&S Software Updates.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) use, modification, dismantling, or transfer to third party without ES&S's prior written consent, (c) accident, theft, vandalism, neglect, abuse, liquid contact or use that is not in accordance with the Documentation, (d) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (e) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, or (f) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software and/or Third-Party Items or any services required in order to replace the same as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title, and interest in and to all corrections, programs, information, and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Exhibit A, including all proprietary rights therein or based thereon. Subject to the payment of all Software License, Maintenance and Support Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information, and work product that ES&S actually delivers to Customer pursuant to this Exhibit A. All licensed items shall be deemed to be ES&S Software for purposes of this Exhibit A. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Exhibit A.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Post-Warranty Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, which would have been due to ES&S had the Initial Post-Warranty Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services.

Schedule A1
Pricing Summary

<u>Sale Summary:</u>		
Description	Refer To	Amount
ES&S Hardware Maintenance Fees	ES&S Hardware Maintenance Description and Fees Below	\$18,460.00
ES&S Firmware License, Maintenance and Support Fees	ES&S Firmware License, Maintenance and Support Description and Fees Below	\$7,540.00
Total Maintenance Fees for the Initial Post-Warranty Term:		\$26,000.00
<u>Terms & Conditions:</u>		
Note 1: Any applicable state and local taxes are not included and are the responsibility of Customer.		
Note 2: <u>Invoicing and Payment Terms are as follows:</u>		
ES&S shall Invoice Customer annually for each year of the Initial Post-Warranty Term.		
Payment is due before the start of each period within the Initial Post-Warranty Term.		

ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES

Initial Post-Warranty Term: Expiration of the Warranty Period through the first anniversary thereof

Qty	Description	Coverage Period	Annual Maintenance Fee Per Unit	Maintenance Fee In Total
4	Model DS950 Scanner	Year 1	\$4,615.00	\$18,460.00
Total Hardware Maintenance Fees for the Initial Post-Warranty Term				\$18,460.00

Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period shall be 55% of the then current maintenance fee per unit.

Note 2: Surcharge for Emergency Repair Services shall be the daily maintenance service rate in effect at the time such service is requested.

Note 3: Customer's Designated Location: Pinal County, Arizona

Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be \$25.00 per unit for all units located at second or more locations.

ES&S Hardware Maintenance Services Provided by ES&S Under this Schedule A1

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
 - Onsite scheduled maintenance inspection per Article II, Section 1(a). The Inspection includes:
 - Service performed by an ES&S trained and certified technician.
 - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.
 - Replacement of worn or defective parts with new or remanufactured federally and state certified parts.
 - Conducting a final test to verify that the unit is working according to manufacturer's specifications.
 - Use of a checklist tailored for each piece of ES&S Tabulation Hardware.
5. Repair Services.
 - Customer will receive coverage for interim repair calls.

- Interim repair calls may be provided during a scheduled Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity to Customer's location if such repairs are not election critical.
- A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

- Customer has access to the ES&S Help Desk for assistance.
- The customer receives priority on service calls.
- The customer receives priority on response time.
- The customer receives priority on certified ES&S parts inventory.

Note: Except for those ES&S Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other ES&S Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES
FIRMWARE**

Initial Post-Warranty Term: Expiration of the Warranty Period through the first anniversary thereof

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

Qty	Description	Coverage Period	Annual Firmware License, Maintenance and Support Fee Per Unit	Firmware License, Maintenance and Support Fee in Total
4	Model DS950 Scanner	Year 1	\$1,885.00	\$7,540.00
Total Firmware License, Maintenance and Support Fees for the Initial Post-Warranty Term				\$7,540.00

Software License, Maintenance and Support Services Provided by ES&S under the Agreement

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

Note: Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

Software License, Maintenance and Support and ES&S Hardware Maintenance and Support Services – Customer Responsibilities

1. Customer shall have completed a full software training session for each product selected.
 - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
 - Customer shall have the ability to install hardware firmware and make changes to date and time settings.
 - Customer shall have the ability to change accessible consumable items on hardware. Any other changes made by the customer must be pre-approved in writing by ES&S.
2. Customer shall have reviewed a complete set of User Manuals.
3. Customer shall be responsible for the installation and integration of any third-party hardware or software application, or system purchased by the Customer, unless otherwise agreed upon, in writing, by the parties.
4. Customer shall be responsible for data extraction from Customer's voter registration system.

5. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Hardware and ES&S Software.
6. Customer shall be responsible for the acceptance of the ES&S Hardware and Software, unless otherwise agreed upon, in writing, by the parties.
7. Customer shall be responsible for the design, layout, set up, administration, maintenance, or connectivity of the Customer's network.
8. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Hardware and Software.
9. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.
10. Customer shall be responsible for the payment of additional or replacement Software CDs or DVDs requested by Customer. The price for such additional or replacement Software CDs or DVDs shall be at ES&S' then current rates.



Purchase Order

Pinal County Finance Department
Purchasing Division
P.O. Box 1348
Florence, AZ 85132

PO Number

251339

This number must appear on all documents pertaining to this order.

PO Date: 2/27/2024

Page: 1 of 1

Mail Invoice to:	Ship to:	Supplier:		
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 Or email invoice to: FinanceInvoices@pinal.gov	FACILITIES-ADMINISTRATION 121 W 22ND ST FLORENCE AZ 85132	FCI CONSTRUCTORS INC 10922 W GLENN DRIVE GLENDALE AZ 85307 Phone: - Fax: - Confirming to:		
<table><tr><td>Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov</td><td>Requested Delivery Date: 2/27/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination</td></tr></table>			Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov	Requested Delivery Date: 2/27/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov	Requested Delivery Date: 2/27/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination			

The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity 1GPA
Contract Number 23-15PV-06
Contract Expiry 5/17/2024

Reference: Scope: To convert an office space into a restroom and storage room for Supervisor McClure's office at 1891 Courthouse Building

Vendor: P: 623-772-7400 pschreiber@fcioi.com

Department Contact: Archie Carreon archie.carreon@pinal.gov | Hattie Sturgill 480-686-0317 hattie.sturgill@pinal.gov | Jessica McBride 520-866-6518 jessica.mcbride@pinal.gov

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1		LS		Construction Services McClure's office 1891	\$0.00	\$107,588.00

Total Order : \$107,588.00

NOTE :

Failure to send invoice to above address will result in delay of payment.
Direct all payment questions to Accounts Payable at 520-866-6397.
Direct all other inquiries to the Buyer specified above.

By accepting this Purchase Order the supplier agrees to the terms and conditions located on the [Purchasing Website](#) unless otherwise directed on this PO

Facilities Management Department PURCHASE REQUISITION						Requisition #	
						PO #	
						BPO#	
						Initials:	JM
Today's Date		2/22/2024		Requested By		Hattie Sturgill	
Materials needed no later than				Cost Center & Object Code		53330070.531990	
Vendor		FCI Constructors, INC		Contract #:		1GPA Contract #23-15pb-06	
Project Address		1891 Courthouse Supervisor McClure's		Delivery Address			
Check all that Apply:		New PO <input checked="" type="checkbox"/>		P-Card Purchase <input type="checkbox"/>		Tool Purchase <input type="checkbox"/>	
		Mod PO <input type="checkbox"/>		Add to Tool Inventory <input type="checkbox"/>		Photo Attached <input type="checkbox"/>	
(Tools \$100 or more will be added to inventory & include photo)							
Line #	Qty	Unit of Measure	Description	Unit Cost	Brand Name	Model / Part #	Extended Amount
1		LS	Construction Services				107,588.00
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
							-
						SUB-TOTAL	\$ 107,588.00
						TAX	\$ -
						SHIPPING	\$ -
						GRAND TOTAL	\$ 107,588.00

SCOPE OF WORK/Purpose: To convert an office space into a restroom and storage room for Supervisor McClure's Office at the 1891 Courthouse Building

Supervisor's Initials
Date:

Project Manager's Signature
Date:

Copy:
Requester
Admin

January 31, 2024

Hattie Sturgill
Project Manager
Facilities Management and Construction
121 West 22nd St.
Florence, AZ 85132

RE: 1891 Courthouse Supervisor Office TI

Ms. Sturgill,

FCI is pleased to present the following proposal for the 1891 Courthouse Supervisor Office TI project. Our pricing is based on the Construction Documents dated September 2023 along with the architect responses to GC's questions. Below are the clarifications and assumptions we had for this project.

- Hazard material testing and abatement are not included in this estimate.
- (1) ea. Trimlite 36"W x 80"H 1-Panel Wood Stile and Rail Door is included in the storage room. \$1,600 allowance is included for the hardware.
- 2'x2' White Tegular Cirrus Tile #589 w/ 9/16" white steel Suprafine grid ACT system is included.
- Level 4 drywall finish is included at exposed drywall surface in this estimate.
- Corian Group 3, model 810P solid surface countertop is included in the restroom.
- Estimate includes relocate/add pendent sprinkler heads throughout the scope as required.
- Mechanical scope includes mechanical demo, relocate (1) return grill, (3) new diffusers, (1) new exhaust fan, 3rd party test and balance, 3rd party controls by Climatec.
- Data cabling to existing MDF room is included for (1) data drop at TV location.
- Fire alarm modification is not included in this estimate, additional devices if required will be provided by owner current fire alarm vendor.
- Normal work hours are included in this estimate.
- **To expedite the estimate, we have included some allowances for certain trades, if actual quotes come in lower than what we have included, savings will be provided to the owner.**
- This estimate is valid for 30 days.

This work will be under our 1GPA Contract #23-15pb-06, and we have included the fee associated with it. We anticipate this scope of work to take 4-5 weeks to complete during normal working hours. FCI proposes to complete this project for **\$107,588**. Please see attached our cost summary sheet along with the subcontractor proposals. We look forward to working together on this project.

Thank you,

Phil Schreiber
Project Manager
C. (480) 340-9126

FCI Constructors, Inc.

1891 COURTHOUSE SUPERVISOR OFFICE TI
Estimate

January 31, 2024

1GPA Contract #23-15pb-06

Scope of Work	Cost	Notes
Div 01 - General Conditions	\$ -	GC Fees not charged
Div 02 - Selective Demo	\$ 6,319	Mark's Demo
Div 03 - Concrete	\$ -	N/A - Excluded
Div 04 - Masonry	\$ -	N/A - Excluded
Div 05 - Steel	\$ -	N/A - Excluded
Div 06 - Millwork	\$ 15,797	Troyer Millwork
Div 07 - Thermal / Moisture Protection	\$ -	N/A - Excluded
Div 08 - Openings	\$ 2,800	Allowance
Div 09 - Finishes	\$ 30,736	NKW / Barrett-Homes
Div 10 - Specialties	\$ 1,530	Partitions & Accessories
Div 11 - Equipment	\$ -	N/A - Excluded
Div 12 - Furnishings	\$ -	N/A - Excluded
Div 13 - Special Construction	\$ -	N/A - Excluded
Div 14 - Vertical Transportation	\$ -	N/A - Excluded
Div 21 - Fire Suppression	\$ 2,520	Complete Fire Protection
Div 22 - Plumbing	\$ 12,000	Allowance
Div 23 - HVAC	\$ 15,757	Pueblo Mechanical
Div 26 - Electrical	\$ 13,947	TEI
Div 27 - Low Voltage Systems/Access Control	\$ -	Included w/ division 26
Div 28 - Life Safety / Security Systems	\$ -	N/A - Excluded
Div 31 - Earthwork	\$ -	N/A - Excluded
Div 32 - Exterior Improvements	\$ -	N/A - Excluded
Div 33 - Utilities	\$ -	N/A - Excluded
Allowances	\$ -	N/A - Excluded
Subtotal - Direct Cost	\$ 101,406	
Construction Contingency	\$ -	N/A - Excluded
Bonds / Insurance / OH&P	\$ 5,129	
1 GPA Fee	\$ 1,053	
Sales Tax (MRRA - Point of Sale)	\$ -	MRRA
Overall Total Construction Cost	\$ 107,588	



Demolition Proposal

Original

2425 N. Center St.
Mesa, AZ 85201
Office: 480-892-8025
Fax: 480-892-8097
ROC - 344442 KB-2
344443 A-5

To: FCI Constructors, Inc
Contact: Kevin Wang
Address: 10922 West Glenn Dr
City State: Phoenix, AZ
Phone: 623-772-7400
Email: kwang@fcioi.com

Date: 1/24/2024
Proposal #: 24-079
Job Name: 1891 Supervisors Office
Address: 1891 Pinal County Courthouse
City State: Florence, AZ 85132
Estimator: **Luis Covian**

ALL CONTRACTS NEED TO BE WRITTEN UNDER ARROWMARK MESA LLC

	Demolition Scope of Work	Quantities
1	Remove existing interior doors and trims	1 EA
2	Remove existing ceiling grid, tile, lights and diffusers	157 SF
3	Remove existing glue down flooring & base	157 SF
4	Remove existing interior framed partition	170 SF
5	Remove existing drywall only	240 SF
	Subtotal Demolition Scope of Work	\$ 5,308.55
	Applicable Taxes -	\$ 360.24
	Total Demolition Scope of Work	\$ 5,668.79

Project Inclusions / Exclusions

Current proposal valid for 30 days from date received

Price based on (1) mobilization

Price based on single layer of drywall on all walls to be removed

Price includes dumpsters and haul off of generated demolition debris

Price excludes removal of existing mastic

Price excludes dust barrier and floor protection for improvements to remain

Price excludes removal of items to be reused, salvaged, relocated or reinstalled by others

Price excludes asbestos survey and asbestos removal

Price excludes utility disconnections

Price excludes shoring and bracing

Permits & Taxes will be excluded from proposal. Must provide AZ 5005 form to be tax exempt

* By signing below you agree to the above scope of work, inclusions, exclusions and contract price.

* You also agree that the area in the above project scope have been inspected by an AHERA-certified building inspector to the fullest extent possible and is free of all asbestos containing materials.

Date _____

Signature: _____

Signature: _____

FCI Constructors
Attn: Kevin Wang

January 26, 2024

Project: 1891 Pinal County Courthouse Supervisors Office TI
135 N Pinal Street
Florence, AZ 85132

Amendments Received: REVISED

This change proposal is based on supplying, delivering, and installing the following items as per drawings dated September of 2023:

INCLUSIONS

Storage 104

Note 15/A-1

- (4) p-lam clad shelves ¾" x 18" x approx. 5-0
- (3) KV 87 heavy duty standards 84" anochrome
- (6) KV 187 18" heavy duty brackets anochrome

Restroom 101

Note 11/A2

- (1) SS1 solid surface countertop w/integral sink approx. 6-0 (Corian price Group 3, Corian 810P sink)
- (2) A&M in wall brackets

Hall 102

Note 11/A-1

- (2 ea) door casing, back band, and plinth block to match existing door trim (finish by other)
- (40lf) base, base cap, and base shoe to match existing trim (finish by other)

PRICE FOR ABOVE ITEMS:	\$14,950.00 (excluding sales tax)
TAX:	<u>\$ 847.00</u> (tax)
TOTAL:	\$15,797.00

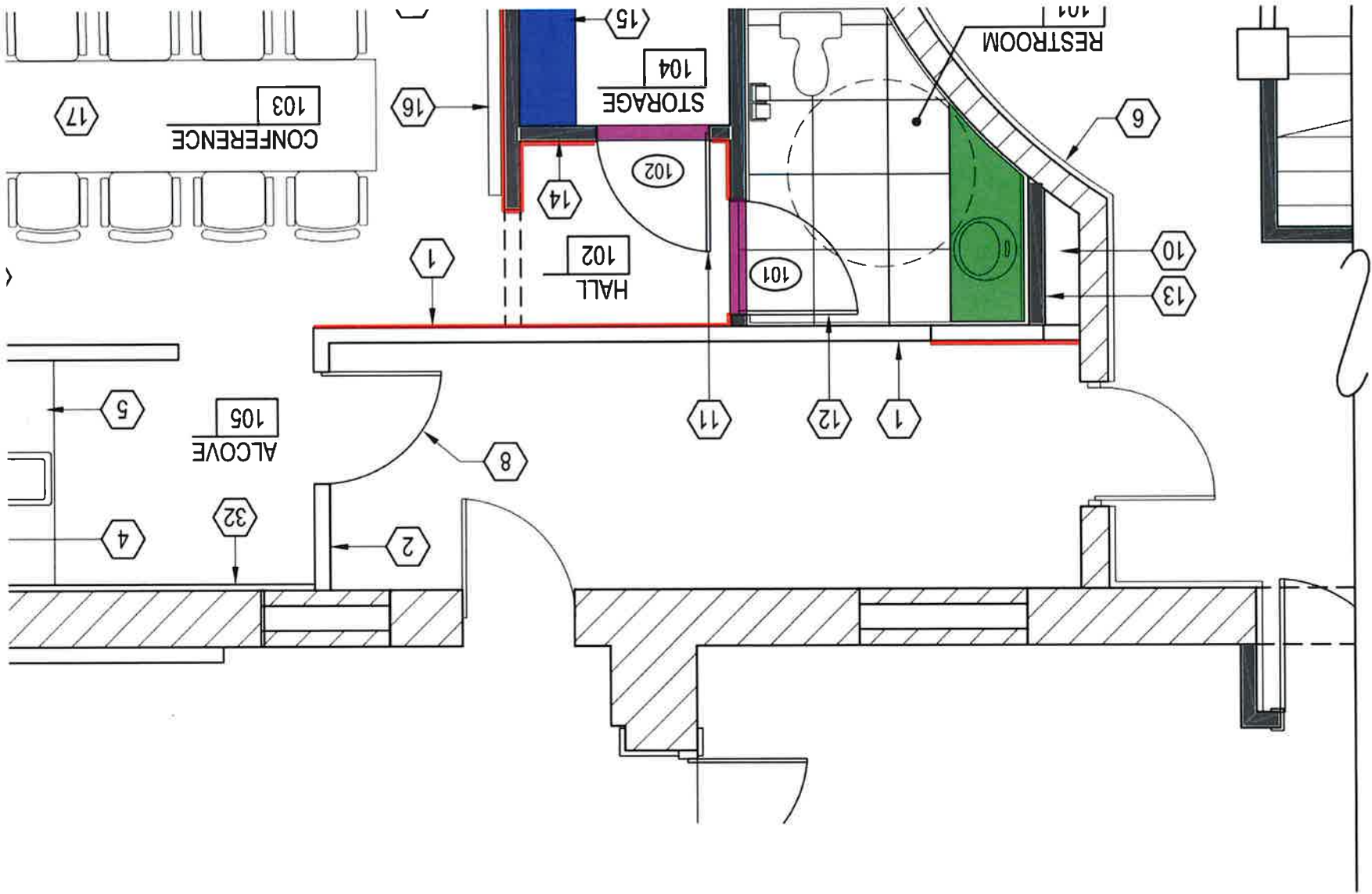
FCI Constructors will need to provide Troyer Millwork with a sample piece of each existing trim that is being matched.

GENERAL EXCLUSIONS: Paint finish, Fire-Retardant materials, Rubber / Vinyl Base, Glass, Mirrors, Markerboards / Tackboards, FRP panels, Prevailing wage, Davis Bacon Act, Performance Bond, Demolition, Sales Tax and Permits.

Bid pricing is based on Architectural drawings and specification, actual measurements and conditions of the project may change the pricing. Any changes, deletions, alterations, or modification, may result in a change in the final pricing. This bid is good for 60 days from date of issue. Troyer Millwork reserves the rights to rescind this bid at any time or reason.

Best regards,

Terry Herrington
Estimator
Troyer Millwork
Cell: 480-229-7447





Trimlite
36" W x 80" H 1-Panel Contemporary Left-Hand Inswing Exterior Prehung Entry Door with Black Hinges, 4-9/16" Door Jamb, and Bronze Sill
Model: **3068LHISPG1PSHK49161DB**

\$1,051.32

Finish: Unfinished Fir - 6 In Stock

Unfinished Fir



Free Shipping!
Leaves the Warehouse in 2 to 4 weeks



1



Configure

Key Specifications

- Door Size (Standard): 36" W x 80" H
- Door Thickness: 1-3/4"
- Jamb Size (Door): 4-9/16"
- Door Construction: Solid Core
- Handing: Left
- Number of Panels: 1 Panel

See More Details

Recommended for You





Barrett-Homes Contractors
P.O. Box 27310
Phoenix, AZ 85061-7310
Phone: 602-269-2348
Fax: 602-269-0844

Serving Arizona Since 1950

Licenses
ROC070687
ROC069958
ROC069959
ROC072334

BID PROPOSAL

Date: Tuesday, January 24 2024
Company: FCI Constructors, Inc.
Attention: Kevin
Job Name: 1891 Pinal Courthouse Supervisors OFC
From: Fred Thomas
Plans Dated:
Addendum Seen:
Delta #:
Section/Work Scope: Acoustical Ceilings

Base Bid: \$ 6,175.00 **Includes tax for MRRA (HB2389)**

Base Bid Qualifications:

- Furnish and install 2'x2' White Tegular Cirrus tile #589 set in 9/16" white steel suprafine grid.

*This bid is good for 30 days.

BHC Bid #: 337

BHC Standard Exclusions: Perimeter Wires, Payment/Performance Bond & Permits.

Project Specific Exclusions:

PAINTING PROPOSAL



254 S. Mulberry, Suite 102 Mesa, Arizona 85202 PH: 480-890-2100 FX: 480-890-2111

Date: January 23, 2024

Job No:

Proposal to: FCI

Kevin Wang
10922 W. Glenn Dr
Glendale, AZ 85307

Project: Pinal County Courthouse 1891

Supervisor's Office
1891 Pinal County Courthouse
Florence, AZ 85132

Phone: 480-261-2817

Submitted by: Grant Rowand Ext. 209

Estimator/Project Manager

Fax:

grant@nkwinc.com

Cell Phone: 602-430-1041

ADDENDA RECOGNIZED:

NKW, INC. We propose to supply labor, materials, and equipment necessary to complete the project referenced above.

The Following Painting:

Prime and paint per specifications, room and door finish schedules:

Inclusions: Provide and install primer and paint finishes per project documents and specifications. Including; Prime and paint gypsum wallboard walls, ceilings and soffits with one coat of primer and two coats of Dunn Edwards Spartawall Eggshell finish paint; At Restroom location apply one coat of primer and two coats of Spartawall Semi-Gloss Finish paint to gypsum wallboard walls and ceilings; Masking/protection of adjacent areas and items; Work to be performed at regular working hours; Daily clean-up and supervision.

TOTAL BID AMOUNT:

\$2,990.00

Exclusions: Areas/rooms not indicated to paint; Aluminum storefront windows; Baseboard; Brick walls; Caulk at ACT grid; Caulk at aluminum windows; Caulk at wall protection; Doors and door frames; Drywall repair; Floor finishes/sealers; Millwork finishes; Night and weekend hours; Prime before texture; Signage; Stenciling; Trade damage; Wood stain and sealer; Wall protection; Wallcovering; Sales tax; Bonds.

Thank you for allowing us the opportunity to provide you with this proposal. Proposal is subject to change if not accepted within 30 days from bid date. Sales tax is not included in this proposal (unless noted). If you have any questions or comments, please do not hesitate to call. Terms are Net 30.

PLEASE NOTE: Paint products/materials are subject to change and lead times are unpredictable due to the shortage of raw materials. NKW reserves the right to substitute products when necessary and cannot guarantee meeting predetermined schedules.

NKW Inc.

Grant Rowand

Add \$450.00 to prep, prime, and finish paint the indicated wood baseboard locations.

Add \$350.00 to prep, prime, and finish paint the two wood door frame locations.

Add \$276.00 to prep, stain, and finish the wood door to match existing wood stain color.

Sales tax for these adds and the total bid amount on the paint proposal is \$56.00.



www.partitionsco.com

1220 South Pasadena Mesa, AZ 85210
Phone (480) 969-6606 | Fax (480)-969-0459
License ROC # CR60 110352 | Tax ID#07370669
Quote is good for 30 Days from date of proposal

Friday, January 26, 2024

Proposal # B208409

Per Plans Dated:
10/xx/2023

Prepared by: Amber Martinez | 480-969-6606 | amber@partitionsco.com

TO:	FCI Constructors Inc.	JOB:	Supervisors Office Improvements
ATTN:	Kevin Wang	LOCATION:	Florence, AZ
EMAIL:	kwang@fciol.com	PHONE:	(480) 261-2817

Toilet Accessories

Qty.	No.	Description	Manufacturer Name
1	150SX18	Grab Bar 18"	Bobrick Washroom Equipment
1	150SX36	Grab Bar 36"	Bobrick Washroom Equipment
1	150SX42	Grab Bar 42"	Bobrick Washroom Equipment
1	6A01-110000	Soap Dispenser	Bradley Corporation
1	2291-000000	PTD/WR	Bradley Corporation
1	0600-A2436	Mirror-SS,Inter-Lok Angle Frm-PG	American Specialties Inc.
1	5831-000000	Seat Cover Disp.	Bradley Corporation
1	5412-000000	TPD	Bradley Corporation
1	83392-09011	Sign-ADA Unisex White on Black	Eaglestone Products LLC

Furnished & Installed: \$1,530.00

Exclusions

- Backing, blocking and cutouts
- Field verification of backing and cutouts – backing, blocking, cutout requirements are included with submittal package
- Hand dryer installation
- Partitions & Accessories Co. warranty for hand dryers (Warranty requests are to be communicated directly with manufacturer)
- Fire extinguisher certificates
- All consumable products including and not limited to paper products, batteries, hand soap and anti-bacterial lotions
- All electrical connections – low and high voltage
- Phasing
- Demo
- Taxes
- Textura
- OCIP/SLIP/CCIP

Customers without an open account or if material is non-stock may be required to pay 50% down. We require a credit application completed and approved prior to establishing an account. Customers with an open account are required to pay "net 10 days". We herewith submit our estimate for furnishing the material which is to be manufacturer's standard construction unless specifically mentioned. See Manufactures catalog for further information. This quotation is based upon plans available to us as of this date. The price listed herein is subject to revision in the event of "last minute" addenda; bulletins; or amendments received by us after this date. Usage of any part of this proposal constitutes acceptance of the proposal and all associated terms and conditions in their entirety. Quotation is for immediate acceptance within 30 days, subject to change without notice thereafter. All shipments contingent upon strikes, fires, accidents or other delays beyond our control. If quotation is freight allowed, it is based on material delivered to tailgate, consignee's jobsite. Consignee responsible for unloading and storing of materials. Consignee shall inspect material and is solely responsible for shortage or damage if not recorded on freight bill. If there is a shortage or damage consignee is responsible for filing claim with carrier. ALL COSTS OF COLLECTION INCLUDING REASONABLE ATTORNEY FEES TO BE PAID BY PURCHASER. LATE CHARGES OF 10% OF THE UNPAID BALANCE WILL ACCRUE MONTHLY. (MINIMUM OF \$50.00 PER MONTH.) Any litigation necessary falls under the jurisdiction of Maricopa County, Arizona.



www.partitionsco.com

1220 South Pasadena Mesa, AZ 85210
Phone (480) 969-6606 | Fax (480)-969-0459
License ROC # CR60 110352 | Tax ID#07370669
Quote is good for 30 Days from date of proposal

Proposal Expiration & Potential Escalation

Proposal is valid for 30 days from date of submission for acceptance via receipt of written LOI, NTP, or Contract with material purchases occurring within 90 days and immediate delivery to jobsite.

If material ordering cannot occur prior to 90 days an escalation cost of up to 15% may be implemented due to unpredictable and rapid increases in material and freight costs. Additional escalation charges up to 15% may be implemented every 90 days thereafter.

NOTE: Full height hinge/bracket systems for toilet partitions require flat and level wall surface for the full height of the hinge/bracket system. Partitions & Accessories Co. will not be responsible for any gaps created by different wall elevations due to a difference in materials. **Exclusions:** Waiver of subrogation, bonds, cutouts, backing, blocking, liquidated damages, tackable wall panels, **hand dryer installation (if applicable)**, installation of owner furnished accessories, demolition, reinstallation of existing partitions & accessories, structural and header support, and drilling or tapping of the steel, sway braces or support systems, pocket doors. **Hand Dryers, material only – installation by others.**

To place the order, please sign and return a copy to us for processing.

PRINTED NAME/TITLE: _____ Signature: _____ Date: _____

Customers without an open account or if material is non-stock may be required to pay 50% down. We require a credit application completed and approved prior to establishing an account. Customers with an open account are required to pay "net 10 days". We herewith submit our estimate for furnishing the material which is to be manufacturer's standard construction unless specifically mentioned. See Manufactures catalog for further information. This quotation is based upon plans available to us as of this date. The price listed herein is subject to revision in the event of "last minute" addenda; bulletins; or amendments received by us after this date. Usage of any part of this proposal constitutes acceptance of the proposal and all associated terms and conditions in their entirety. Quotation is for immediate acceptance within 30 days, subject to change without notice thereafter. All shipments contingent upon strikes, fires, accidents or other delays beyond our control. If quotation is freight allowed, it is based on material delivered to tailgate, consignee's jobsite. Consignee responsible for unloading and storing of materials. Consignee shall inspect material and is solely responsible for shortage or damage if not recorded on freight bill. If there is a shortage or damage consignee is responsible for filing claim with carrier. ALL COSTS OF COLLECTION INCLUDING REASONABLE ATTORNEY FEES TO BE PAID BY PURCHASER. LATE CHARGES OF 10% OF THE UNPAID BALANCE WILL ACCRUE MONTHLY. (MINIMUM OF \$50.00 PER MONTH.) Any litigation necessary falls under the jurisdiction of Maricopa County, Arizona.



19415 E. Germann Rd.
Queen Creek, AZ 85142
Phone: 480-987-8200
Email: estimating@completefireaz.com
ROC #275620 CR-16

Proposal
Tenant Improvement
Proposal# 24-145 1/26/2024

Project

1891 Pinal County Courthouse
Florence, AZ 85132

Complete Fire Protection Inc. proposes to furnish labor, materials, and equipment necessary to modify the wet pipe fire sprinkler system in the above referenced building. This proposal is based on the assumption that the existing system is capable of supporting the additional sprinklers for this leased space as is. Existing lines & mains to remain in current location.

THIS PROPOSAL SHALL INCLUDE THE FOLLOWING:

Design / Engineering / Permit
Relocate / Add pendent sprinkler heads throughout scope as required
Testing / Inspections

THIS PROPOSAL SHALL EXCLUDE THE FOLLOWING:

3rd party review fees
Acoustical sealants
Any and all additional work involving fire sprinklers
Painting of pipe including but not limited to protection of sprinkler heads
Any & all shut off fees
Custom Colors

Should additional work involving sprinklers be required, it would be charged on a change order basis.

All work shall be performed during standard business hours. Any overtime work will be an extra to the contract.

All work shall be installed in accordance with the regulations of the National Fire Protection Association and subject to the inspection and approval of the Authority Having Jurisdiction.

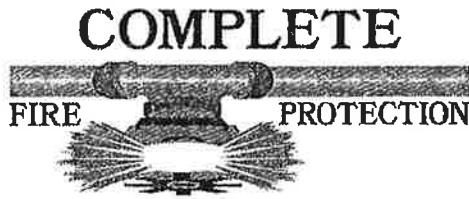
BASE BID: \$2,520.00 (two thousand five hundred twenty dollars)

Estimator Signature: _____
Steve Casterton

Contractor Signature: _____

THE OFFERING OF A PROPOSAL DOES NOT IMPLY THAT A CONTRACT TO PERFORM THE ABOVE MENTIONED SERVICES WILL BE EXECUTED. ACCEPTANCE OF ALL CONTRACTUAL OBLIGATIONS ARE SUBJECT TO SCOPE REVIEW, PROJECT SCHEDULING, AND CURRENT COST EVALUATIONS.

Note: Payment is due within 30 days of date of invoice. All overdue invoices will be subject to a charge of 1.5% monthly (18% annually). If it becomes necessary to initiate collection proceedings, with or without filing suit, to collect any amount due and owing, all cost incurred in collecting such amount, including, but not limited to, reasonable attorneys'



19415 E. Germann Rd.
Queen Creek, AZ 85142

Phone: 480-987-8200

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ROC #275620 CR-16

Proposal
Tenant Improvement
Proposal# 24-145 1/26/2024

Project

1891 Pinal County Courthouse
Florence, AZ 85132

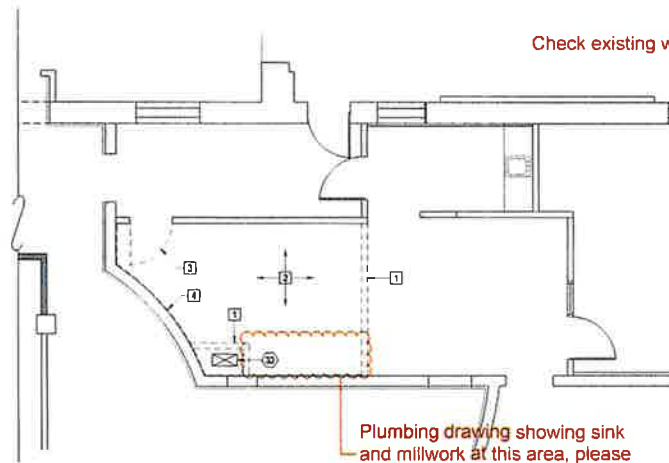
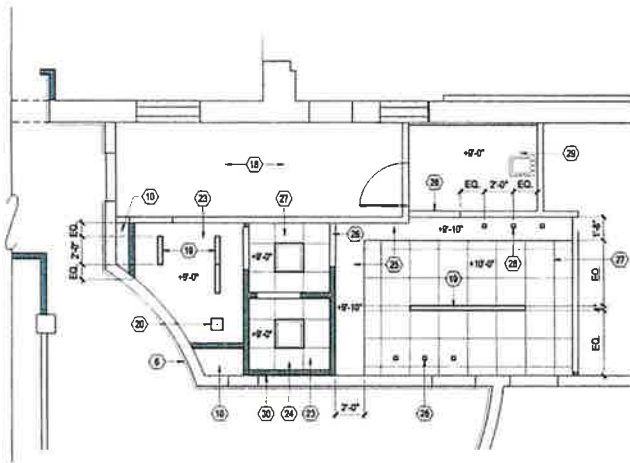
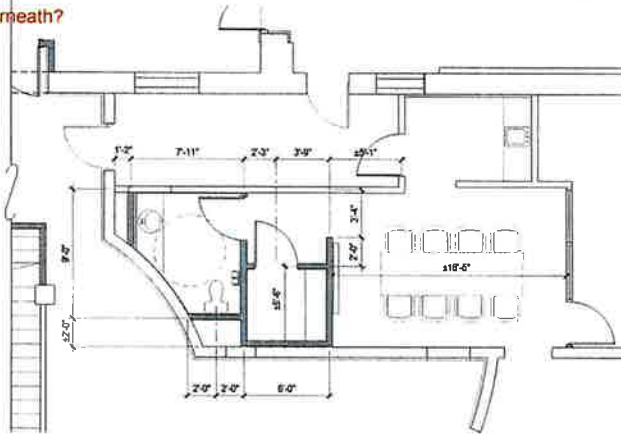
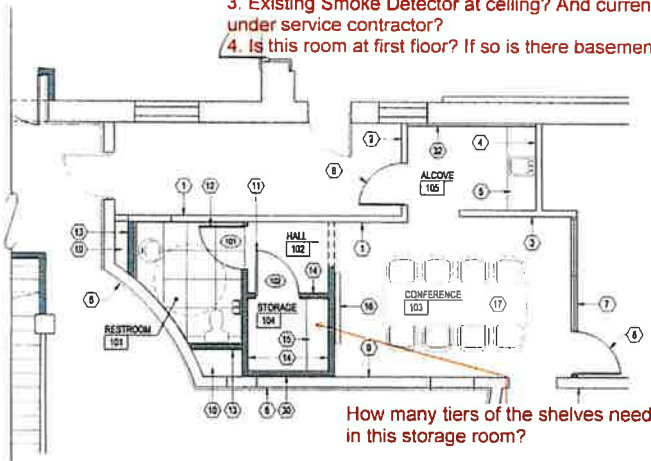
If this proposal is accepted by the General Contractor or Owner, and the parties execute a separate contract, the terms and conditions of this proposal shall govern, to the extent that the new agreement is silent on any terms of this proposal. Customer agrees to defend, indemnify, and hold harmless Complete Fire Protection Inc. from any claim, suite, demand, or liability whatsoever related to Customer's failure to maintain or protect the system, including, without limitation: Customer's failure to keep the building adequately heated; Customer's failure to maintain and protect the system in accordance with any applicable codes promulgated by the National Fire Protection Association; Customer's failure to maintain and protect the system in accordance with the training and literature provided to General Contractor or Owner by Complete Fire Protection Inc; and damage to any component parts of the system caused in whole or in part by Customer's active or passive negligence.

Sales Tax

General question:

1. Is there hazard material (asbestos/lead) report available? Any hazard material abatement needed before demolition?
2. Existing fire sprinkler heads location? And current fire sprinkler contractor if owner is under service contractor?
3. Existing Smoke Detector at ceiling? And current fire alarm contractor if owner is under service contractor?
4. Is this room at first floor? If so is there basement underneath?

FYI



○ SPECIFIC RENOVATION NOTES

1. EXISTING PARTITION TO REMAIN. REPAIR/PATCH AND FINISH WEST SIDE TO LIKE-NEW CONDITION. INFILL DOOR OPENING.
2. EXISTING PARTITION TO REMAIN. REPAIR/PATCH AND FINISH SOUTH SIDE TO LIKE-NEW CONDITION.
3. EXISTING PARTITION TO REMAIN. REPAIR/PATCH AND FINISH BOTH SIDES TO LIKE-NEW CONDITION.
4. EXISTING PARTITION TO REMAIN. REPAIR/PATCH AND FINISH NORTH SIDE TO LIKE-NEW CONDITION.
5. EXISTING CASEWORK/COUNTER TO REMAIN.
6. EXISTING BRICK WALL TO REMAIN.
7. EXISTING GLASS PARTITION TO REMAIN.
8. EXISTING WOOD DOOR AND TRIM TO REMAIN.
9. REPAIR/PATCH AND FINISH THIS SIDE OF BRICK WALL TO LIKE-NEW CONDITION.
10. PROVIDE PLUMBING CHASE AS REQUIRED AND SHOWN ON DIMENSION PLAN.
11. PROVIDE 3'-0" X 7'-0" X 1-3/4" WOOD STILE AND RAIL DOOR, FRAME, AND TRIM TO MATCH EXISTING DOORS AND RELATED ITEMS. PROVIDE STORAGE LOCKSET, HINGES, AND FLOOR STOP TO MATCH EXISTING HARDWARE.
12. PROVIDE 3'-0" X 7'-0" X 1-3/4" WOOD STILE AND RAIL DOOR, FRAME, AND TRIM TO MATCH EXISTING DOORS AND RELATED ITEMS. PROVIDE PRIVACY LOCKSET, HINGES, CLOSER, AND WALL STOP TO MATCH EXISTING HARDWARE.
13. PROVIDE 5/8" TILE BACKER BOARD OVER 6", 20-GAUGE METAL STUDS AT 18 INCHES ON CENTER WITH 6" ACOUSTICAL INSULATION.
14. PROVIDE 5/8" GYPSUM DRYWALL OVER 3/4", 20-GAUGE METAL STUDS AT 18 INCHES ON CENTER WITH SOUND ATTENUATION INSULATION.
15. PROVIDE FOUR, 18-INCH DEEP, HEAVY DUTY, ADJUSTABLE PLASTIC LAMINATE SHELVES.
16. TV MONITOR FURNISHED AND INSTALLED BY PINAL COUNTY. POWER AND DATA BY CONTRACTOR. REFER TO ELECTRICAL DRAWINGS.
17. FURNISHINGS PROVIDED BY PINAL COUNTY.
18. EXISTING CEILING AND LIGHTS TO REMAIN.
19. PROVIDE RECESSED LINEAR LED LIGHT FIXTURE.
20. PROVIDE EXHAUST FAN.
21. PROVIDE SUPPLY AIR DIFFUSER.
22. PROVIDE RETURN AIR GRILLE.
23. PROVIDE 1/2" GYPSUM DRYWALL CEILING SYSTEM.
24. PROVIDE RECESSED LED LIGHT TROFFER.
25. PROVIDE 1/2" GYPSUM DRYWALL SOFFIT SYSTEM.
26. PROVIDE HEAD AT 7'-4" A.F.F.
27. PROVIDE SUSPENDED 2 X 2 ACOUSTICAL CEILING SYSTEM WITH 9/16" GRID AND REGULAR EDGE TO MATCH EXISTING.
28. PROVIDE RECESSED, SQUARE WALL WASH DOWNLIGHT.
29. REPLACE ACOUSTICAL PANELS TO MATCH CONFERENCE ROOM PANELS.
30. PROVIDE 5/8" GYPSUM DRYWALL OVER 2-1/2" METAL STUDS AT 24" O.C.
31. VERIFY EXACT DIMENSION(S). OBJECTIVE IS TO CREATE THE LARGEST CONFERENCE ROOM AS POSSIBLE.
32. PATCH, REPAIR, AND FINISH GYPSUM DRYWALL SURFACE.
33. EXISTING DUCT(S) AND RELATED ITEMS TO REMAIN.

○ SELECTIVE DEMOLITION NOTES

1. REMOVE PARTITION IN ITS ENTIRETY.
2. REMOVE FLOOR COVERING, BASE (SALVAGE IF WOOD), CEILING SYSTEM, LIGHT FIXTURES, DIFFUSERS, AND RELATED ITEMS.
3. REMOVE AND SALVAGE WOOD DOOR TRIM, HARDWARE, AND RELATED ITEMS. REVISE DOOR AT RESTROOM IF POSSIBLE.
4. REMOVE GYPSUM DRYWALL AND RELATED ITEMS.

Need to take photo of existing door and hardware, and wood trims around door.

Check existing wood wall base.

Ceiling existing ceiling type

Plumbing drawing showing sink and millwork at this area, please confirm



swan
architects, inc.

architecture
planning
historic preservation

833 North 5th Ave.
Phoenix, AZ
85003

Tel: 602-264-3083
Fax: 602-274-7658



VISION FLOOR PLAN,
DEMOLITION FLOOR PLAN
REFERENCE FLOOR PLAN,
REFLECTED CEILING PLAN
SUPERVISOR'S OFFICE IMPROVEMENTS AT THE
1891 PINAL COUNTY COURTHOUSE
FLORENCE, ARIZONA

drawn by: project:
date: September 2023
drawn: J.A.S.
checked: J.A.S.
rev:

project number(s):

sheet:

A-1



PROJECT PROPOSAL

SUBMITTED BY PUEBLO MECHANICAL & CONTROLS

**Project Name:** Supervisors Office Improvements**Project Site Address:** 1891 Pinal County Courthouse Florence Az 85132**Customer:** FCI Constructors**Proposal #:** 2401-26295**Drawings Dated:** 10/6/2023**Proposal Date:** 1/30/2024

Dear Kevin Wang,

Pueblo appreciates the opportunity to look at this project and is pleased to provide the following scope for Supervisors Office Improvements.

Scope of Work:

- Provide and install galvanized sheet metal ductwork with insulation as required per SMACNA and 2018 IMC.
- Relocate (1) existing RG-1
- Provide and Install (3) Price (Alum) Ceiling diffusers. **4-6 weeks lead time after approved.**
- Provide and Install (1) Cook GC-322 exhaust fan. **3-4 weeks lead time after approved.**
- Provide third party AABC NEBB test and balance.
- Provide third party mechanical insulator for new scope of work.
- Provide third party controls by Climatec.
- Provide 1 year warranty on new scope of work installed.
- Demo (1) Return air diffuser with associated ductwork per sheet M2.0 demolition note.

Clarifications:

- All work proposed using **NORMAL WORKDAY** hours. The normal workday shall be defined as an eight (8) hour day shift, excluding Saturdays, Sundays, and holidays
- There is a 3.2% fee associated with our accepting credit cards for payment
- Tax is not included, and AZ Form 5005 will need to be provided.
- This project proposal is valid for 30 days.
- Pueblo will not be held liable for Material and Equipment escalation costs after 30 days of proposal date.
- All exclusions listed below.

Total Cost: \$ 15,757.00

WWW.PUEBLO-MECHANICAL.COM

AZ ROC LICENSES

B-01 #173953 | C-11 #324363 | CR-37 #323201 | CR-39 #176640 | CR-74 #260462

PROJECT PROPOSAL



SUBMITTED BY PUEBLO MECHANICAL & CONTROLS

We Exclude the Following:

- Any work not included in scope of work listed above.
- Tax, bonds, fees and permits, utility tap fees, site utilities, meters, and fire protection.
- There is a 3.2% fee associated with our accepting credit cards for payment.
- Davis Bacon / Prevailing wages.
- TERO requirements and fees.
- Buy American / Americas act.
- Engineering permits and fees.
- All overtime and off hours labor rates.
- Shift differential and expedited schedule costs.
- All concrete and masonry blockout materials, fabrication and installation.
- Poured or formed concrete work, including housekeeping pads.
- Electrical
- Conduit.
- All electrical work 24 volts and higher.
- Motor starters, unless they are an integral part of the equipment we are furnishing.
- Electrical disconnects, unless they are an integral part of the equipment we are furnishing.
- All electrical materials and labor, panels, conduit, wire, devices, wiring, and interlocks.
- Fire suppression systems.
- Fire dampers, smoke dampers, or fire/smoke dampers not shown on bid documents.
- Smoke detectors and duct detectors not shown on bid documents.
- All fire alarm materials, labor, panels, conduit, wire, devices, wiring, interlocks and life safety coordination.
- Kitchen equipment hoods, fire suppression systems, gas valves, and interlocks.
- We exclude all scaffolding.
- Temporary power, lighting, and climate control.
- Trash containers to and trash removal from project site.
- Ceiling demolition, repair, or replacement.
- Architectural demolition and patching of roof, walls, or ceiling.
- Cutting and framing of openings in walls, floors, or roof.
- Cutting, patching, and repair of new or existing roofing.
- Painting.
- Painting or priming of exposed louvers, duct work and piping.
- Plumbing
- Gas piping.
- Make up water.
- All domestic cold or hot water.
- General sheet metal, flashing, and trim.
- Architectural louvers.
- Seismic restraints.
- BIM or other CAD related modeling or drawings of any kind.
- Repair or replacement of any existing device to be found inoperable.
- Formal Commissioning or commissioning agent.

//////////////////// WWW.PUEBLO-MECHANICAL.COM //////////////////////

AZ ROC LICENSES

B-01 #173953 | C-11 #324363 | CR-37 #323201 | CR-39 #176640 | CR-74 #260462

PROJECT PROPOSAL

SUBMITTED BY PUEBLO MECHANICAL & CONTROLS



- Asbestos abatement, testing, reporting.

We look forward to providing this important service. Please call if you have any questions.

Best Regards,

ANGEL GUZMAN | PRE CONSTRUCTION SALES AND ESTIMATING
PUEBLO MECHANICAL & CONTROLS

O: 800.840.9170

F: 888.473.4374

C: 480.868.9319

W: angel.guzman@pueblo-mechanical.com

//////////////////// WWW.PUEBLO-MECHANICAL.COM //////////////////////

AZ ROC LICENSES

B-01 #173953 | C-11 #324363 | CR-37 #323201 | CR-39 #176640 | CR-74 #260462



Thomas Electrical Inc.

Project: 1891 Pinal County Supervisor Office

1/18/2024 Rev 1/24/24

Scope: Thomas Electrical, Inc. is pleased to provide a complete electrical system per plan sheets dated 10/2/23. We acknowledge ZERO Addenda

Base Bid Inclusions:

- A. Perform safe-off of existing electrical system in project scope area for demolition by others.
- B. Provide and install specified light fixture/lighting control package per E sheet. (3) ND2, (2) FP2, (6) S4, (4) control devices.
- C. Provide and install wiring devices (1) outlet, (1) gfci outlet and branch circuitry per E sheet.
- D. Provide (1) data drop and extend to the MDF room with (1) cat 6 cable not to exceed 120'. Does not include terminations, trim plate. In the MDF room the conduit will have a plastic bushing on the end and a 20' coil of cat 6 for use by others.
- E. Includes 2 mobilizations 1 for make safe and 1 for new install.

Options:

- A. Use an add alt allowance of \$500.00 for each 100' of temp lighting string if needed. Must have available power source at the location to be used.
- B. Use an add alt allowance of \$700.00 for each temporary power distribution box needed. Must be within 100' of available power.

Exclusions:

- A. Permits and fees.
- B. Breakers, Disconnects are excluded and not shown on plans.
- C. This proposal only contains items found on the E sheets and in the inclusion section. Any electrical item found not on the E sheets are not included.
- D. Price excludes emergency ballast unless shown on the fixture schedule.
- E. Fixtures and equipment are to be installed during the normal construction period. Any fixtures or equipment that need to be installed after furniture or tenant occupancy are subject to additional costs or re-mobilization fees.
- F. This proposal is for new work per bid drawings only. Any work or repair to existing electrical system is excluded unless specifically noted on this proposal.
- G. Digging, trenching below the 24" depth in parking lots etc. and 48" depth set forth by utility standards, hard dig, shoring, excavating, or moving material not classified as native backfill. Landscape removal or replacement. Temporary fencing. Sprinkler repair or replacement.
- H. All demolition and disposal of existing electrical components. TEI to perform safe-off only.
- I. All fire alarm devices, cabling, equipment, backboxes conduit etc. for fire alarm, duct detector system.
- J. All saw-cutting, coring and patching. To be provided by others.
- K. All formed and unformed concrete (pole bases, housekeeping pads, duct bank...)
- L. All electrical studies and testing (coordination, arc flash, short circuit...). Generic arc flash warning sticker will be applied to new panel(s). If project specific equipment arc flash warning stickers are required, additional fee will apply to perform studies.
- M. All starters, VFDs, disconnects not specifically shown on E drawings are to be provided by others.
- N. All temporary power and lighting. TEI may provide an allowance to be drawn against for temporary services throughout the project.
- O. All painting, patching, surface restoration, landscape/sprinkler removal, repair or replacement.
- P. Fees for any owner/GC mandated safety programs, classes, certifications or payment programs.
- Q. Proposal is based on regular business hours. Overtime and off hours installation is excluded.
- R. Due to continued supply chain logistics difficulties that may affect delivery times of gear, lighting or materials, TEI is not liable for product delivery delays due to manufacturer production. TEI will make every effort to provide for timely deliveries and work with owner, architect, engineer and GC to make other arrangements to accommodate for delays but any additional costs to expedite product or make alternative arrangements will be at the cost of the owner or GC.

Investment

Base Proposal: Rev 1/24	\$13,610.00
Tax (8.6%):	\$337.00

Option:

EB fixture if needed qty 1:	\$550.00
-----------------------------	----------

This will be a replacement for an existing bug-eye type fixture.

Subject to approval and not listed in the fixture schedule.

Proposal is valid for (30) thirty days

Given the pricing volatility of steel, copper, and PVC, TECI holds this proposal in good faith for the period listed above that these commodities will not increase in cost more than 5%. TECI holds that we are not in control of the commodities market and therefore any increases above 5% are not within our purview and such increases shall be considered an unforeseen compensable condition.

Acceptance of Proposal -

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed as specified.

Signature: _____

Date: _____

Respectfully Submitted,

Eric Myers

Estimator

602-296-0049

emyers@thomaselectricalinc.com



**1GPA - PVUSD
Job Order Contract
for General Contractors**

Request for Qualifications #23-15PV

Due: February 23, 2023 - 1:00 pm



February 23, 2023

Paradise Valley U.S.D.
Eva Calles, Director of Purchasing
15002 N. 32nd Street
Phoenix, AZ 85032

1GPA
Christy Knorr, Vice President
1910 W. Washington Street
Phoenix, AZ 85009

**Reference: 1GPA - PVUSD Job Order Contracting for General Contractors
RFQ #23-15PV**

Dear Ms. Calles, Ms. Knorr, and Members of the Selection Committee:

As your JOC partner, FCI understands the importance of these projects and we are extremely excited for the opportunity to present our qualifications and continue working with you. We have highlighted below some details from our package as to why FCI is the right contractor for this JOC contract:

Partnership with 1GPA. We look forward to serving as your champion and expanding contracts across the state, especially with education and municipal agencies. As a matter of fact, we have school districts already waiting for us to get the contract and award us work.

Dedicated JOC Department. Our JOC department is a team of professionals dedicated to quick-hitting, smaller projects, or maintenance and sometimes emergency projects. We have learned that it is vital to have a dedicated team for each JOC client. That is why we have dedicated Drew Wenger, General Manager, as your main point of contact. Drew being involved in initial proposal execution through project completion ensures consistency. We serve 13 states nationwide and have ample staff to handle these projects.

Cost Savings/Dedicated Pre-Construction Department. We understand how important it is to identify savings throughout these projects and will begin by identifying long lead materials. We will provide material and method cost options for you to choose from during the design phase to keep projects within budget. Anthony Haverkamp is our dedicated Pre-Construction Manager to assist the Project Manager with quick, simultaneous proposal turnaround.

Partnership in Safety. Safety is our #1 priority! Our excellent EMR of 0.69 is a testament to our commitment to safety on our jobsites.


Reliable, Quality Contractor. FCI is an employee-owned company that has no financial debt and has seen continual growth in revenues. Why? Because 70% of our workload is from repeat clients. FCI is reliable and **Focused on Your Vision**. Our quality service is what brings clients back again and again.

We humbly ask you to consider FCI for this JOC program.

Sincerely,



Jeff Eades
10922 W. Glenn Drive, Glendale, AZ 85307
(623) 772-7400 (O) | (602) 370-6817 (C)
jeades@fciol.com



Trust • Hard Work • Honest • Professional

360+
JOC Projects
Completed

85
JOC Programs
Completed

410
FCI Employees
Vested in Your
Project's Success

45
Years Focused
on the Vision of
Our Clients



Tab 1 - Basic Company Information

Tab 1 - Basic Company Information



1-1 Basic company information to include:

Company Name FCI Constructors

Address 10922 W. Glenn Drive, Glendale, AZ 85307

Telephone & Fax Number (623) 772-7400 | (623) 877-3300

Email Address dwenger@fciol.com

1-2 Number of years in business (under submitted name)

25 years (operated as Francis Constructors from 1978-1998.)

Number of years operating in Arizona, and in other states if applicable.

- › Arizona - 35 years
- › Colorado - 45 years
- › New Mexico - 14 years
- › North Dakota - 8 years
- › Wyoming - 17 years

1-3 License(s) held by the firm.

FCI is licensed to do work in Arizona, California, Colorado, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Texas, Utah, and Wyoming.

License & Number	Expiration
AZ General Contractor ROC072062 B-01	9/30/2024
CA General Contractor #567226 B	5/31/2023
CO Contractor Vendor ID 493A	7/31/2023
KS Annual Report 265-876-3	7/31/2023
MT Annual Report FO69447-488630	12/31/2023
Contractor Registration #203579	12/31/2023
NE Contractor Registration #50108-21	7/1/2023
NV General Contractor #0028500	9/30/2023
NM General Contractor #033831 B	2/28/2025
ND General Contractor #38929 A	3/1/2023
OK Secretary of State 368296-5	12/31/2023
TX 3-20547-4938-0	n/a
UT General Contractor #245598-5501	11/30/2023
WY 1997-000319680	n/a

1-4 If the firm has more than one office, provide specific information about the parent company and administering branch office. Indicate the type of ownership.

FCI was incorporated in 1978 and maintains 8 offices in 5 states. Each office is independently operated and has its own Vice President that oversees all local projects. We have JOC departments in each office to support the different regions you have. Enclosed is our Arizona team.

1-5 Certify that your organization and any principal of the organization is not prohibited, suspended, or otherwise declared ineligible to contract or provide any services required hereunder by any federal, state, or local public agency.

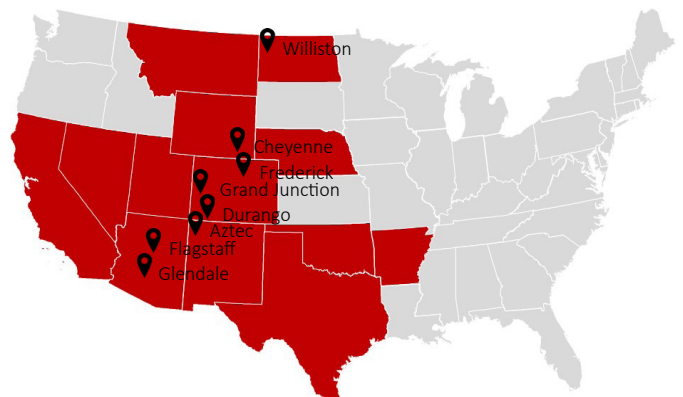
FCI and our principals are not prohibited, suspended nor declared ineligible to contract or provide any services required under any federal, state or local public agency.

1-6 Indicate if any principal or individual has ever been convicted of a felony.

No principals or individuals at FCI have ever been convicted of a felony.

1-7 Review the attached JOC Master Agreement and indicate if your firm is willing to sign this document as presented, if awarded, as part of the agreement.

FCI is willing to sign the 1GPA JOC Master Agreement as presented, if awarded.





Tab 2 - Experience and Expertise of Firm

Tab 2 - Experience and Expertise of Firm



2-1 Provide a statement of your expertise in providing job order contracting construction services over the past few years in the current construction market.

FCI has completed over 80 JOC programs throughout Arizona over the past 8 years and understands each JOC program and project is different and unique. We understand that the goal of each 1GPA Member will be different, as we have held the 1GPA contract previously.

Teamwork is the key to success on any project, especially when running a JOC Program. FCI realizes JOC construction projects require a specific skill set and uniquely qualified professionals in order to complete projects on time and within budget. That is why FCI provides a JOC Department with individual teams, complete with project managers and superintendents dedicated solely to JOC work. Our proposed project team will work as an extension of the owner's staff. We provide a dedicated team so a familiarity level is established with different departments and stakeholders ensuring a consistent line of communication and continuity from project to project is maintained.

We are very proactive within our industry and have first hand knowledge of the current market conditions. Due to the COVID-19 pandemic, the entire industry has seen impacts to materials across the board - from steel and wood to blinds. Many public entities have turned to Job Order Contracting to provide improvements and to meet their facility needs due to funding limitations for new facilities, creating an increase in projects such as maintenance, repairs, and renovations as described in your scope of services.

The construction labor market is also extremely tight at the moment due to a booming economy and the hundreds of construction projects being constructed around Arizona.

Our Pre-Construction Manager, Anthony, and his estimating department work closely with subcontractors to fine tune pricing, stay abreast of long lead times, and provide material options to save time and money.

2-2 Provide a list of your current job order contracts.

Our Arizona offices currently hold job order contracts with the following public and private entities:

- Arizona State University
- Litchfield Elementary School District
- Mesa Public Schools
- Northern Arizona University
- City of Chandler
- City of El Mirage
- City of Flagstaff
- City of Flagstaff Airport
- City of Glendale
- City of Maricopa
- City of Phoenix Aviation
- City of Surprise
- Town of Fountain Hills
- Maricopa County
- American Airlines
- Bank of America
- Bayer Pharmaceuticals
- The Boeing Company
- Salt River Project
- Southwest Airlines
- Wells Fargo

Please find a table outlining our current contracts, dates, values and agency information at the end of this section.

2-3 Provide a description of your experience:

Working on educational or public sector based projects

FCI has a successful history working with school districts, universities and municipalities on educational and public projects throughout Arizona for over 35 years. Our Arizona office alone has completed over 500 public projects, and company-wide we have constructed more than \$2B worth of educational facilities. Most educational and public work is completed on occupied and operational campuses.

In order for our trade subcontractor partners to work on educational projects, they must be properly identified

Tab 2 - Experience and Expertise of Firm

through a project specific sticker tracking system assigned to each individual worker, or regular visitor, to the job site. The assigned sticker must be attached to their hard hat for identification based on a numbering system.

These stickers are given to employees upon their completion of job site orientation that includes a State mandated fingerprinting and background check, safety rules, work hours, expectations of behavior, etc. We then keep a master log of all stickers that have been issued so each person has a unique number.



Working on multiple projects simultaneously

FCI's JOC team is experienced with planning and managing multiple job orders simultaneously. This is what Job Order Contracting is all about! Our project team has extensive experience working with multiple JOC contracts and managing numerous job orders simultaneously. It is common for there to be multiple job orders occurring at the same time and it takes a specific skill set to manage multiple projects all in different stages of the process. Our personnel are selected upon the skill set required and are trained on how to manage and work within the JOC arena. Each job order is assigned to a JOC project manager who is responsible for the overall job order in its entirety and serves as the single-point of contact. Our JOC superintendents manage the on-site progress of the job order and are given the autonomy to make the decisions necessary to keep the project moving forward. Our JOC engineers and project coordinators are assigned to multiple job orders and provide the administrative support such as the processing of RFI's and submittals as well as generating pay applications and closeout packages.

Working during limited time frames such as summer breaks and during a typical school year

We understand working within the school calendar and realize for the children's safety, there are times that are more convenient to perform construction projects than during regular school days. We will communicate with the 1GPA Member to determine the safest, most efficient, and best times to complete the project. Often times, we will work modified shifts, off-hours or over school calendar breaks to minimize the disruption to the students and accommodate the owner's schedule.

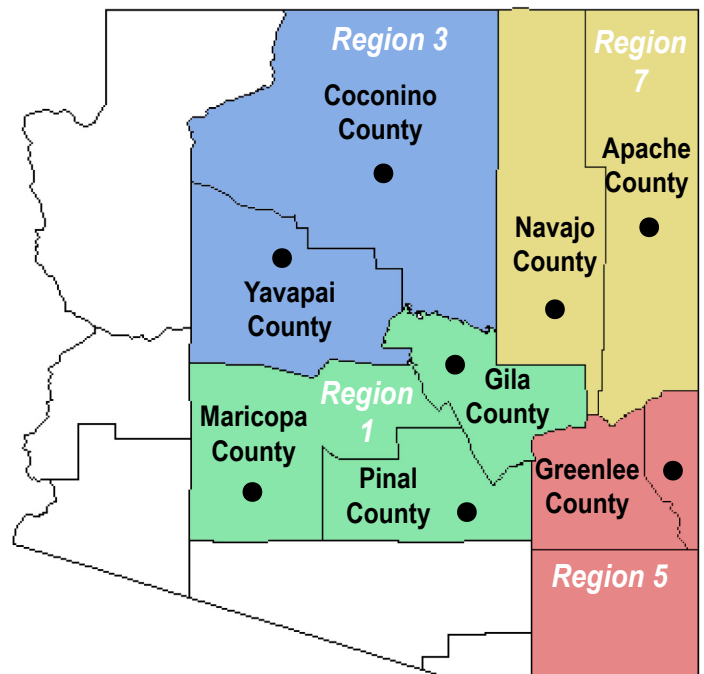
2-4 Identify the number of JOC projects completed over the past three years and provide the following information:

	Total	UPB	Open Book
a. \$1.00 - \$100,000	144	0	144
b. \$100,001 - \$250,000	46	0	46
c. \$250,001 - \$500,000	23	0	23
d. \$500,001 - \$1,000,000	15	0	15
e. over \$1,000,000	5	0	5

2-5 Referencing the same JOC projects, indicate which projects were completed and quoted using a Unit Price Book and those using Open Book Pricing.

All JOC projects are priced open book, meaning that the owner has full access and each job order is priced by obtaining a minimum of three qualified bids per trade.

2-6 Referencing the same JOC projects, indicate which regions of the State those projects were completed.



Tab 2 - Experience and Expertise of Firm

The project list below represents the current job order contracts held by our Arizona offices.

Contracting Agency / JOC Contracts and Contact	Date of Contract	Value of Contract
Arizona State University Job Order Contract Contact: Gail Horney, Sr. Buyer - (480) 727-2439	2023 - 2027	Up to \$4M/job order To date: \$0
Litchfield Elementary School District Job Order Contract Contact: Dan Ensign, Director of Construction - (602) 535-6000	2019 - 2023	Up to \$1M/job order To date: \$1,199,742
Mesa Public Schools Job Order Contract Contact: Karen Fleetwood, Supervisor - (480) 472-0000	2021 - 2026	Up to \$2M/job order To date: \$518,921
Northern Arizona University Job Order Contract Contact: Patty Horn, Director - (928) 523-4557	2020 - 2025	Up to \$2,000,000/job order To date: \$765,454
City of Chandler Job Order Contract Contact: Kimberly Moon, Director - (480) 782-3324	2020 - 2024	Up to \$2M/job order To date: \$961,542
City of El Mirage Job Order Contract Contact: Tessa Wessel, Project Manager - (623) 876-2971	2019 - 2024	Up to \$1M/job order To date: \$80,000
City of Flagstaff Job Order Contract Contact: Paul Mood, City Engineer - (928) 213-2675	2018 - 2023	\$5,000 to \$250,000 To date: \$0
City of Flagstaff Airport Job Order Contract Contact: Brian Gall, Programs Manager - (928) 213-2934	2021 - 2026	Up to \$1M/job order To date: \$840,000
City of Glendale Job Order Contract Contact: Michael Johnson, CIP Manager - (623) 930-3628	2020 - 2024	Up to \$1M/job order To date: \$5,033,521
City of Maricopa Job Order Contract Contact: Kathy Shipman, Purchase Manager - (520) 316-6846	2016 - 2025	Up to \$350,000/job order To date: \$1,109,876
City of Phoenix Aviation Job Order Contract Contact: Mike Hughes, Deputy - (602) 286-1271	2020 - 2025	Up to \$1M/job order To date: \$2,588,298
City of Surprise Job Order Contract Contact: Eric Boyles, Sr. Buyer - (623) 222-1842	2021 - 2025	Up to \$1M/job order To date: \$273,107
Town of Fountain Hills Job Order Contract Contact: Rachel Goodwin, Deputy Manager - (480) 816-5135	2019 - 2023	Up to \$100,000/job order To date: \$0
Maricopa County Job Order Contract Contact: Charles Jones, Director - (602) 506-1141	2019 - 2023	Up to \$1M/job order To date: \$4,070,449
American Airlines Long Term Service Agreement Contact: Gary Peloso, Facilities Manager - (480) 235-9494	2015 - Indefinite	No limit to contract value To date: \$5,632,189
Bank of America Master Service Agreement Contact: Felicia Concholar, Project Manager - (480) 224-5522	2016 - 2024	No limit to contract value To date: \$4,390,705
Bayer Pharmaceuticals On-Call Contract Contact: Tim Dacey, Construction Manager - (314) 694-5410	2020 - 2025	No limit to contract value To date: \$330,191
The Boeing Company Master Service Agreement Contact: Gary Egan, Construction Manager - (480) 249-9575	2014 - Indefinite	No limit to contract value To Date: \$5,008,765
Salt River Project (SRP) Long Term Service Agreement Contact: Ingrid McCann, Construction Lead - (602) 236-8888	2018 - Indefinite	No limit to contract value To date: \$1,986,814
Southwest Airlines Master Service Agreement Contact: Brett Pendgraft, Project Manager - (214) 792-4251	2013 - Indefinite	No limit to contract value To date: \$2,174,356
Wells Fargo 24/7 Statewide Master Service Agreement Contact: Anthony Velarde, Regional Manager - (602) 739-3166	2017 - Indefinite	No limit to contract value To date: \$10,894

Tab 3 - Qualifications and Experience of Personnel





3-1 Provide information about the firm's personnel resources.

Company wide, we average over 400 employees. Our Arizona offices have 40+ employees that are highly qualified to provide management and technical support to this program.

Personnel	Arizona Office
Vice Presidents	1
General Managers	1
Project Managers	7
Project Superintendents	13
Project Engineers	8
Administration/Project Coordinators	3
Safety Managers	1
Craftsmen/Carpenters/Laborers	2

We identified a need to develop a department that specialized in fast paced, quick-hitting, smaller, tenant improvement projects for our repeat clients. Each of our offices has developed a Special Projects Division that is dedicated to JOC contracts. Our Arizona JOC Department was created in 2012. This department is staffed with Project Managers, Superintendents, Project Engineers, a Pre-construction Manager, Coordinators and craftsmen dedicated to JOC Programs. However, we do handle larger projects through this department as well.

3-2 Provide an organizational chart for your firm.

Please find an organizational chart for our team on the following page.

3-3 Explain your process for assigning key personnel to job orders for 1GPA Members located across Arizona.

We have two offices in Arizona, one in Glendale and one in Flagstaff. When assigning personnel to job orders, we first look at the region and then their experience. For projects outside of Arizona, we utilize the same process with our other offices.

3-4 Explain how you ensure the assigned key personnel remains the same through project completion.

We have proposed our most qualified team with both educational and municipal experience for this program. In order to execute this program flawlessly, we believe this team needs to stay in tact for the entire duration. We will not jeopardize the successful completion of any project by substituting other FCI personnel, unless you request it. Once we allocate resources to a project, they stay committed to the project for the entire duration.

3-5 Provide detailed information for personnel available from pre-construction through project warranty phase (such as general management, project management, estimators, engineers, superintendents, etc.).

FCI's two main sectors are municipal and education. As previously mentioned, we have committed our most experienced team for this program. All team members are fingerprinted, background checked, and have experience and knowledge of working modified hours to not disrupt the learning/work process. We take into account the school calendar, moratoriums, and peak work times.

Our general manager, pre-construction manager, and all project managers proposed have experience with Unit Price Book and Open Book Pricing. They will continue to be a champion of 1GPA. FCI has had this contract for many years and is always looking to expand educational and municipal markets. We hope that we can continue to utilize 1GPA as the vehicle to contract with public entities throughout the State of Arizona.

Resumes of our key personnel, including their education, certifications/trainings, years with the firm, and current workload can be found at the end of this section.

Tab 3 - Qualifications and Experience of Personnel

Organizational Chart

The team below will remain dedicated to the 1GPA Program from initial contract kick-off throughout the program and warranty.

We have proposed five project superintendents that are available and ready to serve 1GPA's needs. Below the organizational chart are additional key professionals that can be allocated to the 1GPA program, if needed.



Supplemental AZ Team Members

Project Managers

Brian Cornford
Julie Manross
Justin Sprouse
Marvin Nez

Project Superintendents

Anthony DiVito
Jess Woods
Michael Carrier
Nathan Brimhall
Nathan Crowther
Orlando Castiano
Scott Hudson
Tom Beveridge

Project Engineers

Alejandro Marquez
Diane Price
Dominic Hess
Dorcas Martin
Drew Halley
Michael Landtiser
Royce Brady

Project Coordinators

Brenda Robinson
Daina Garard



Drew Wenger General Manager

250+
JOC
Projects

Drew maintains a current knowledge of all project activities, as it is his goal to have a personal relationship with each client, offering support to all parties involved. Drew will oversee all operations from the initial site walk through warranty and will work with the Project Managers to ensure proper resources are assigned to each individual project.

JOC Knowledge:

Since 2015, Drew has worked on over 70 separate JOC Programs and understands all pricing methodologies. As a Certified JOC Professional, Drew has a vast knowledge of JOC projects, scheduling, and operations, and is invaluable to the team.

Select, Comparable Projects

Litchfield Elementary School District Job Order Contract 2019-2021

Litchfield Elementary School Summer Remodel, \$379,117
Verrado Middle School Roof Access, \$351,252
Litchfield Elementary School Demo & Fencing, \$53,452
Scott Libby Elementary School Landscape & Lighting, \$404,921

Mesa Public Schools Job Order Contract 2021-2022

Dobson High School Restroom Hard Lids, \$48,160
Taylor Jr. High School Freezer and Cooler, \$105,070
Fremont Middle School Sanitary Repairs, \$31,914

Washington Elementary School District 1GPA

Acacia Elementary School Modular Classroom, \$228,000

City of Prescott Job Order Contract 2017-2022

Granite Street Garage Northeast Stair Replacement, \$534,517
Granite Street Garage Southeast Stair Replacement, \$403,766
Granite Street Garage Parking Garage Stairs Replacement, \$330,869

City of Glendale Job Order Contract 2020-2022

Heroes Park Splash Pad Fencing, \$94,059
SINE Building West, \$84,914
Sunset Palms Splash Pad, \$175,000
Saguaro Ranch Historic Homestead Renovations, \$189,251
Saguaro Ranch Ramadas, \$600,000
SINE Building Tenant Improvement, \$57,159
O'Neil Park Splash Pad, \$992,038
Fire Station No. 152 Remodel, \$1,183,646

Maricopa County Job Order Contract 2019-2022

Flood Control Renovations, \$1,075,746
Lower Buckeye Jail Yard Improvements, \$130,546
Intake, Transfer, Release (ITR) Building Detainee Pick-up Area, \$355,852
Maricopa County 4th Floor Copy Room Refresh, \$121,911
Black Canyon ADP Sewer Line Replacement, \$58,049
MCTEC Refresh, \$90,448
Garfield Adult Probation Project, \$77,913
Towers Jail Locker Room Update, \$131,407
Watkins Jail Canopy, \$68,691

Years of Experience:

In Industry: 18 Years

With Firm: 7 Years

Education:

BS, Construction
Management
Arizona State University

Training/Certifications:

- Certified JOC Professional
- First Aid & CPR
- Fingerprint Clearance
- OSHA 10 & 30-Hour
- MEWP (Mobile Elevating Work Platforms)
- Certified Business Developer

Current Workload:

Drew oversees all JOC programs



70+
JOC
Projects

Phil Schreiber Project Manager

Phil is a results-oriented, hands-on construction and development professional with expertise in all facets of the industry. He has a verifiable track record for the successful completion of projects through coordinating trades, developing partnerships, and building positive rapport with architects, engineers, local officials, and clients while maintaining costs. He is proficient in project estimating, design problem resolution, scheduling, document preparation, and project coordination.

JOC Knowledge:

Phil has over 16 years of JOC project experience and has completed more than 70 individual JOC projects since 2015. Phil manages both small and large JOC projects and is a detailed scheduler.

Select, Comparable Projects

Litchfield Elementary School District Job Order Contract 2019-2021

Litchfield Elementary School Summer Remodel, \$379,117
Verrado Middle School Roof Access, \$351,252
Litchfield Elementary School Demo & Fencing, \$53,452
Scott Libby Elementary School Landscape & Lighting, \$404,921

Mesa Public Schools Job Order Contract 2021-2022

Dobson High School Restroom Hard Lids, \$48,160
Food and Nutrition, \$55,619
Fremont Middle School Sanitary Repairs, \$31,914

Morenci Unified School District Job Order Contract 2022

Administration Building Tenant Improvement, \$605,519
Culinary Arts and Storage Conversion, \$1,037,595

Washington Elementary School District 1GPA

Acacia Elementary School Modular Classroom, \$228,000

City of Prescott Job Order Contract 2017-2022

Granite Street Garage Northeast Stair Replacement, \$534,517
Granite Street Garage Southeast Stair Replacement, \$403,766
Granite Street Garage Parking Garage Stairs Replacement, \$330,869

City of Glendale Job Order Contract 2020-2022

Heroes Park Splash Pad Fencing, \$94,059
SINE Building West, \$84,914
O'Neil Park Soccer Improvements, \$770,314
Sunset Palms Splash Pad, \$175,000
Fire Station Apparatus Bay Ventilation (9 Stations), \$615,851
Saguaro Ranch Historic Homestead Renovations, \$189,251
Saguaro Ranch Ramadas, \$600,000
SINE Building Tenant Improvement, \$1,197,000
O'Neil Park Splash Pad, \$992,038
Fire Station No. 152 Remodel, \$1,183,646

City of El Mirage Job Order Contract 2019

YMCA Sports Court Lighting, \$80,000

Years of Experience:

In Industry: 37 Years

With Firm: 8 Years

Education:

Hanover Central Junior-Senior High School

Training/Certifications:

- First Aid & CPR
- Fingerprint Clearance
- OSHA 10-Hour
- MEWP (Mobile Elevating Work Platforms)
- Confined Space

Current Workload:

Phil oversees the following JOC programs:

- City of Glendale



85+
JOC
Projects

Michael Kuebelbeck Project Manager

Michael has been in the construction industry for almost 30 years, working in operations, management, estimating and procurement. He has maintained schedules, budgets, and ensured compliance with contract documents, building codes and officials, project safety for subcontractors and employees, and has been dedicated to JOC projects. His expertise lies in municipal, educational, and tenant improvement projects.

JOC Knowledge:

Michael has over 6 years of JOC project experience and has worked on 16 JOC programs in his 4 years with FCI! He is amazing at handling multiple projects consecutively.

Select, Comparable Projects

Mesa Public Schools Job Order Contract 2021-2022

Shepherd Jr. High School Downspouts, \$74,234
Taylor Jr. High School Freezer and Cooler, \$105,070
Taylor Jr. High School Structural Repair, \$15,654

Kayenta Unified School District Job Order Contract 2022

Miscellaneous Repairs, \$158,526

City of Chandler Job Order Contract 2020-2022

Police Security Fencing, \$413,082
Courts Security Fencing, \$346,500
Police Property and Evidence Building 911 Training Room HVAC, \$76,639

Maricopa County Job Order Contract 2019-2022

MCDOT New River Re-sealing, \$ 22,243
MCSO Firearms Range Canopy, \$25,148
4th Avenue Jail Re-seal of Brick, \$201,999
East Courts ADA Upgrades, \$49,610
Flood Control Renovations, \$1,075,746
Son Rise Head Start Expansion, \$40,801
South Courts Media Relocation, \$226,713
Towers Jail Locker Room Update, \$131,407
Suite 1050 Office Tenant Improvement, \$ 92,407
Intake, Transfer, Release (ITR) Building Detainee Pick-up Area, \$355,852
Watkins Jail Canopy, \$68,691
Lower Buckeye Jail Yard Improvements, \$130,546
West Courts Building ADA Access, \$133,239
Lower Buckeye Jail Card Readers & Cameras for Med Rooms, \$60,199
Lower Buckeye Jail Laundry Room Conversion, \$74,233
K-9 Kennel Facility Remodel, \$460,310

Bayer On-Call Job Order Contract 2020-2022

Load-A-Probe, \$170,484
D3 Delinting Elevator, \$92,363
Auger, \$67,344
Testing Support, \$23,803

Years of Experience:

In Industry: 33 Years

With Firm: 4 Years

Education:

University of Minnesota - Twin Cities

Training/Certifications:

- First Aid & CPR
- Fingerprint Clearance
- MEWP (Mobile Elevating Work Platforms)
- Competent Person
- Fork Lift Operator
- PPE & Life Saving Equipment
- Excavation, Trenching and Shoring
- Fall Protection
- Scaffolds
- Aerial Lifts

Current Workload:

Michael oversees the following JOC programs:

- Mesa Public Schools
- City of Chandler
- Maricopa County



Larry Bangle Project Manager

35+
JOC
Projects

Larry is a resident of Flagstaff and a seasoned Project Manager that has completed several JOC projects for both municipal and educational clients. Some of Larry's responsibilities include: day-to-day management of the project, single point of contact, and overseeing the budget and schedule.

JOC Knowledge:

In his time with FCI, Larry has worked on over 15 JOC Programs and is responsible for Northern Arizona JOC projects.

Years of Experience:

In Industry: 37 Years

With Firm: 9 Years

Education:

BS, Construction

Management

Northern Arizona University

National Construction Honors
Society

Training/Certifications:

- First Aid & CPR
- Fingerprint Clearance
- MEWP (Mobile Elevating
Work Platforms)
- OSHA 10-Hour
- OSHA 30-Hour
- PACE Quality Management

Current Workload:

Larry oversees the following
JOC programs:

- Northern Arizona University

Select, Comparable Projects

Chinle Unified School District 1GPA

Chinle U.S.D. Various Improvements, \$181,104

Wildcat Den Concrete Refinish, \$188,692

Many Farms Gym Floor Replacement, \$107,888

Many Farms Gym Interior Painting, \$35,161

Northern Arizona University Job Order Contract

South Village Stair Replacement, \$386,229

Mountain View Surveillance Camera & Security, \$8,730

Exterior Tile Replacement, \$235,470

Coconino County Job Order Contract

Frontiere Property ADA Improvements, \$24,750

Grand Canyon Unified School District Job Order Contract

NACOG Headstart Remodel, \$46,709

Various Repairs, \$6,890

Wells Fargo 24/7 Response Program - Master Service Agreement

Flagstaff Paint Teller Line Wall - Emergency Wall Repair, \$734

Chinle Door Handle Repair, \$497

Flagstaff Soffit Repair, \$5,406

Flagstaff Main - Repair Trash Enclosure, \$1,976

Frys Tile Repair, \$2969

Flagstaff Mall - Paint Walls, \$2000

East Flagstaff - Paint, \$2735

East Flagstaff - Paint, \$1000

Flagstaff Paint Touch Up, \$750

Flagstaff Bashas Paint, \$1989

Flagstaff Light Repair, \$750

Tuba City Door Repair, \$1,330

Flagstaff Millwork Repair, \$3,510

City of Prescott Job Order Contract

Prescott Airport Electrical Improvements, \$431,073

Northern Arizona Healthcare Oncology Infusion Renovation, \$516,983

Show Low Unified School District EDP Remodel, \$28,313



Anthony Haverkamp Pre-Construction Manager

Anthony leads all pre-construction efforts by providing budgets and estimates, performing Constructability Reviews and Options Analysis, and creating interest amongst and pre-qualifying subcontractors. Anthony has over five years of experience assisting on JOC-style projects.

JOC Knowledge:

Since his move from our Colorado office to our Glendale, Arizona office, Anthony has worked on over 25 JOC Programs! Anthony maintains up-to-date knowledge of material availability and costs for all projects.

Select, Comparable Projects

Litchfield Elementary School District Job Order Contract 2019-2021

Litchfield Elementary School Summer Remodel, \$379,117
Scott Libby Elementary School Landscape & Lighting, \$404,921

Morenci Unified School District Job Order Contract 2022

Administration Building Tenant Improvement, \$605,519
Culinary Arts and Storage Conversion, \$1,037,595

Kayenta Unified School District Job Order Contract 2022

Miscellaneous Repairs, \$158,526

City of Glendale Job Order Contract 2020-2022

Sunset Palms Splash Pad, \$175,000
O'Neil Park Splash Pad, \$992,038
Fire Station No. 152 Remodel, \$1,183,646

City of Surprise Job Order Contract 2021

City Hall Security Upgrades, \$273,107

City of Phoenix Aviation Job Order Contract 2020-2022

T3 South Concourse Technology Training Room Tenant Improvement, \$512,397

Pinetop Job Order Contract 2020

Fire Station No. 110 Carpet Replacement, \$43,560

Town of Camp Verde Job Order Contract

Verde Lakes Drainage, \$67,037

Northern Arizona University Job Order Contract

South Village Stair Replacement, \$386,229
Exterior Tile Replacement, \$235,470

Years of Experience:

In Industry: 15 Years

With Firm: 11 Years

Education:

BS, Construction Science and Management
Kansas State University

Training/Certifications:

- First Aid & CPR
- Fingerprint Clearance
- OSHA 30-Hour
- Dale Carnegie Graduate
- LEED® Green Associate

Current Workload:

Anthony touches every JOC project as it goes through the bidding process and pre-construction efforts



Matt Fitch Project Superintendent

75+
JOC
Projects

Matt's detailed communications with clients, owners, city inspectors and subcontractors is crucial for these quick, fast track projects. He is a master in problem solving and is proactive in schedule management. Matt will be responsible for day-to-day construction management, quality control, scheduling, and coordinating on-site work, as well as detailed communications with clients, owners, city inspectors, and subcontractors.

JOC Knowledge:

Since 2014, Matt has worked on over 35 separate JOC Programs for various school districts and municipalities throughout the metropolitan area.

Select, Comparable Projects

Litchfield Elementary School District Job Order Contract 2019-2021

District Support Services Building B Remodel, \$111,809

Mesa Public Schools Job Order Contract 2021-2022

Student Services 201 Tenant Improvement, \$48,820

Washington Elementary School District 1GPA

Acacia Elementary School Modular Classroom, \$228,000

City of Glendale Job Order Contract 2020-2022

SINE Building Tenant Improvement, \$1,197,000

City of Maricopa Job Order Contract 2018

2018 Fire Station Improvements, \$278,357

City of Phoenix Aviation Job Order Contract 2020-2022

Emergency East Economy Fire Pump & Controls Replacement, \$316,663
T3 South Concourse Technology Training Room Tenant Improvement, \$512,397
2933 E Washington Demolition, \$212,240

City of Surprise Job Order Contract 2021

City Hall Security Upgrades, \$273,107

City of Tolleson Job Order Contract

Van Buren Facade Improvement, \$135,000
LA Art, Watermill Wall Facade, \$41,160
LA Art, 99 cent Store, Tamales Guadalajara Facade, \$63,322
Veterans Park Maintenance Building Canopy, \$128,934
Carniceria El Rodeo, \$122,737

Maricopa County Job Order Contract 2019-2022

Black Canyon Sewer Line Replacement, \$58,049
Durango Juvenile Probation ADA Openers, \$64,594

Arizona State University Job Order Contract

Tempe Center Classroom Renovations, \$37,408
Poly Monument Sign Installation, \$140,009
Payne Hall Conference Room Refresh, \$23,651
Schwada Room 182 and 184 Renovations, \$28,873

Years of Experience:

In Industry: 18 Years

With Firm: 9 Years

Education:

Glendale Community College

Training/Certifications:

- First Aid & CPR
- Fingerprint Clearance
- OSHA 10-Hour
- MEWP (Mobile Elevating Work Platforms)
- Maricopa County Dust Control

Current Workload:

City of Chandler Police
Security Fencing, Estimated
Completion: 2/28/2023



Richard Apalategui Project Superintendent

Richard has extensive construction experience and has constructed a wide variety of tenant improvements, renovations, remodels, retrofits, and specialty type projects. He has managed both large and small scale projects and scopes of work within occupied and public spaces.

Richard has a wealth of experience in scheduling and managing subcontractors, and will maintain continual and open lines of communication. He places a strong emphasis on organization and productivity in the field to better expedite the process and uphold project schedules and timetables.

Years of Experience:

In Industry: 10 Years

With Firm: 10 Years

Education:

Show Low High School

Training/Certifications:

- First Aid & CPR
- Fingerprint Clearance
- MEWP (Mobile Elevating Work Platforms)
- Asbestos Awareness
- Hazard Communication
- Water Distribution
- Confined Space
- Class A CDL with Tanker Endorsement
- Class 5 Forklift Operator
- Traffic Controller/Flagger

Current Workload:

Maricopa County Son Rise Headstart Expansion, Estimated Completion: 3/4/2023

JOC Knowledge:

Richard has over 7 years of JOC project experience and has completed more than 25 individual JOC projects since 2015 for both educational and municipal clients.

Select, Comparable Projects

Chinle Unified School District 1GPA

District Food Service Warehouse Interior Remodel, \$975,221

Teacher Housing Phase I Sidewalk Replacement, \$44,111

Chinle Junior High School Exterior Improvements, \$16,529

District Warehouse Exterior Concrete and Paving, \$984,114

Many Farms Yellow Brick Housing Demolition, \$680,539

Kayenta Unified School District Job Order Contract 2022

Miscellaneous Repairs, \$158,526

City of Tolleson Job Order Contract 2017

Municipal Library and City Hall Expansion, \$410,792

City of El Mirage Job Order Contract 2019

YMCA Sports Court Lighting Projects, \$79,999

City of Chandler Job Order Contract 2022

Police Property and Evidence Building 911 Training Room HVAC, \$76,639

Pinetop Job Order Contract 2020

Fire Station No. 110 Carpet Replacement, \$43,560

Maricopa County Job Order Contract 2019-2022

Garfield Adult Probation, \$77,913

West Courts Building (WCB) ADA Access, \$133,239

Towers Jail Locker Room Update, \$131,407

Son Rise Head Start Expansion, \$40,801

Bayer On-Call Job Order Contract 2020-2022

Testing Support, \$23,803



Kevin Beckrich Project Superintendent

Kevin started in this industry as a tradesman and has gained valuable knowledge through 29+ years of hands-on experience. Since joining FCI, Kevin has worked full-time in our JOC Department and has a thorough understanding of the workings of JOC projects.

Kevin is responsible for general job coordination, including planning and scheduling of subcontractors and FCI crews, maintaining quality control, and physical construction of each project.

JOC Knowledge:

Kevin has over 6 years of JOC project experience and has completed more than 40 individual JOC projects since 2016 for educational and municipal clients.

Select, Comparable Projects

Litchfield Elementary School District Job Order Contract 2019-2021

Litchfield Elementary School Summer Remodel, \$379,117
Palm Valley Elementary School Cafeteria Renovation, \$40,504

City of Prescott Job Order Contract 2017-2022

Granite Street Garage Northeast Stair Replacement, \$534,517
Granite Street Garage Southeast Stair Replacement, \$403,766
Granite Street Garage Parking Garage Stairs Replacement, \$330,869

City of Maricopa Fire Task Order Contract 2019-2020

Fire Station No. 571 BC Tenant Improvement, \$92,464
Fire Station No. 571 HVAC Improvements, \$141,353
Fire Station No. 574 HVAC Improvements, \$133,819

Maricopa County Job Order Contract 2020-2021

Lower Buckeye Jail Laundry Room Conversion, \$74,233
K-9 Kennel Facility Remodel, \$460,310
4th Floor Copy Room Refresh, \$121,911
Vector Control Office Door, \$17,237

Town of Gilbert Job Order Contract

McQueen Activity Center Flooring, \$46,981

Arizona State University JOC Program

ASU Gammage Stage Resurfacing, \$218,491
Hangar Building Structural Repairs, \$46,786
Veterans Way Landscape Improvements, \$130,983

Bayer On-Call Job Order Contract 2020-2022

Load-A-Probe, \$170,484
D3 Delinting Elevator, \$92,363
Auger, \$67,344

Years of Experience:

In Industry: 30 Years

With Firm: 7 Years

Education:

Lowell Senior High School

Training/Certifications:

- First Aid & CPR
- Fingerprint Clearance
- MEWP (Mobile Elevating Work Platforms)
- OSHA 10-Hour
- OSHA 30-Hour
- Welding
- Dust Control

Current Workload:

Maricopa County Watkins
Jail Canopy, Estimated
Completion: 3/24/2023



25+
JOC
Projects

Zannah Pacheco Project Superintendent

Zannah began her career at FCI as an Operations Intern in our North Dakota office. Since then, she has progressed to a Project Engineer. Now she serves as a Project Superintendent where she performs Quality Control, provides subcontractor site coordination, inspection, scheduling, participates in subcontractor weekly meetings, completes daily reports and inspections reports, updates drawings and specs as needed, and manages Requests For Information.

JOC Knowledge:

Zannah has over 3 years of JOC project experience and has completed more than 25 individual JOC projects since 2018 for educational and municipal clients.

Select, Comparable Projects

Mesa Public Schools Job Order Contract 2021-2022

Dobson High School Restroom Hard Lids, \$48,160
Fremont Middle School Sanitary Repairs, \$31,914
Taylor Jr. High School Freezer and Cooler, \$105,070

City of Glendale Job Order Contract 2020-2022

SINE Building West, \$84,914

Maricopa County Job Order Contract 2019-2022

Watkins Jail Canopy, \$68,691
MCSO Firearms Range Canopy, \$25,148
Lower Buckeye Jail Yard Improvements, \$130,546
Intake, Transfer, Release (ITR) Building Detainee Pick-up Area, \$355,852
4th Floor Copy Room Refresh, \$121,911
Northeast Family Courts Security Upgrades, \$21,983
Northwest Family Court Upgrades, \$24,171
CCB 5th and 6th Floor Courts Security Upgrades, \$36,676
Public Health Countertops, \$5,121
Black Canyon ADP Sewer Line Replacement, \$58,049
MC Public Health Door Addition, \$6,756
DTJC-HR Lobby Security Upgrades, \$11,605
MCTEC Refresh, \$90,448
Garfield Adult Probation Project, \$77,913
Son Rise Head Start Expansion, \$40,801
Towers Jail Locker Room Update, \$131,407
Watkins Jail Canopy, \$68,691
Watkins Jail Window Tint, \$15,992

Pinetop Job Order Contract 2020

Fire Station No. 110 Carpet Replacement, \$43,560

Kayenta Unified School District Job Order Contract 2022

Miscellaneous Repairs, \$158,526

Bayer On-Call Job Order Contract 2020-2022

Testing Support, \$23,803

Years of Experience:

In Industry: 6 Years

With Firm: 4 Years

Education:

BS, Construction
Management
Brigham Young University

Training/Certifications:

- First Aid & CPR
- Fingerprint Clearance
- MEWP (Mobile Elevating Work Platforms)
- OSHA 10-Hour
- OSHA 30-Hour

Current Workload:

Mesa Public Schools Dock
Leveler Install, Estimated
Completion: 3/3/2023



Jon Eades Project Superintendent

30+
JOC
Projects

As your Project Superintendent, Jon will be on site full-time and will be responsible for maintaining quality control and general job coordination, including planning and scheduling of subcontractors and FCI crews. Jon is available from initial kickoff of projects and will continue to serve through warranty.

JOC Knowledge:

In his time with FCI, Jon has worked on over 15 separate JOC Programs for educational and municipal clients.

Years of Experience:

In Industry: 15 Years

With Firm: 5 Years

Education:

Arizona State University

Training/Certifications:

- First Aid & CPR
- Fingerprint Clearance
- MEWP (Mobile Elevating Work Platforms)
- OSHA 10-Hour
- OSHA 30-Hour

Current Workload:

City of Phoenix Aviation
Terminal 4 S1 Vending Alcove,
Estimated Completion:
4/21/2023

Select, Comparable Projects

Litchfield Elementary School District Job Order Contract 2019-2021

Scott Libby Elementary School Landscape & Lighting, \$404,921

City of Glendale Job Order Contract 2020-2022

SINE Building Tenant Improvement, \$1,197,000

Maricopa County Job Order Contract 2020-2021

Southeast Family Court Upgrades, \$34,694

Northeast Family Courts Security Upgrades, \$21,983

Northwest Family Court Upgrades, 24,171

CCB 5th and 6th Floor Courts Security Upgrades, \$36,676

Maricopa County Transfer Station Attendant Booths, \$236,248

City of Phoenix Aviation Job Order Contract 2020-2022

2933 E Washington Demolition, \$212,240

Terminal 4 East Exit Plaza Shade Canopy, \$82,353

Terminal 4 S1 Vending Alcove, \$21,585

Emergency City Hangar Fire Suppression, \$351,301

DCS Safety and Security Upgrades, \$273,226

Southwest Airlines Master Service Agreement

BSO Office and Locker Room Refresh, \$28,818

S4 MX Toolbox Expansion, \$57,912

Cargo Walk-in Cooler Replacement, \$110,746

Bank of America Master Service Agreement

Chandler Building AADA Opener, \$8,948

Chandler Campus Fencing, \$40,003

16th Street and Morten Flooring, \$60,035

Chandler Building A HVAC Upgrades, \$82,603

Chandler Cafe Exhaust Duct \$56,718

Buckeye Catalina Building, Floor 1, Falcon 1, \$1,118,221

APS Improvement Projects

Paving Replacement, \$495,087



90+
JOC
Projects

Jennifer Rath Project Engineer

As Project Engineer, Jennifer will control project documentation, including maintain construction and cost control issues for the project, update the schedule, and prepare closeout documents. She will serve as the liaison between the 1GPA Member, the FCI project team, and any project architects/consultants.

JOC Knowledge:

In her time with FCI, Jennifer has worked on over 30 separate JOC Programs for educational and municipal clients. She coordinates all fingerprint clearance cards, security, and background check requirements.

Select, Comparable Projects

Litchfield Elementary School District Job Order Contract 2019-2021

Litchfield Elementary School Summer Remodel, \$379,117
Verrado Middle School Roof Access, \$351,252
Litchfield Elementary School Demo & Fencing, \$53,452
Scott Libby Elementary School Landscape & Lighting, \$404,921

Mesa Public Schools Job Order Contract 2021-2022

Taylor Jr. High School Freezer and Cooler, \$105,070
Shepherd Jr. High School Downspouts, \$74,234
Food and Nutrition, \$55,619

City of Glendale Job Order Contract 2020-2022

SINE Building West, \$84,914
O'Neil Park Soccer Improvements, \$770,314
Sunset Palms Splash Pad, \$175,000
Fire Station Apparatus Bay Ventilation (9 Stations), \$615,851
Saguaro Ranch Historic Homestead Renovations, \$189,251
Saguaro Ranch Ramadas, \$600,000
SINE Building Tenant Improvement, \$1,197,000
O'Neil Park Splash Pad, \$992,038
Fire Station No. 152 Remodel, \$1,183,646

City of Chandler Job Order Contract 2020-2022

Police Security Fencing, \$413,082
Courts Security Fencing, \$346,500
Police Property and Evidence Building 911 Training Room HVAC, \$76,639

City of Prescott Job Order Contract 2017-2022

Granite Street Garage Northeast Stair Replacement, \$534,517
Granite Street Garage Southeast Stair Replacement, \$403,766
Granite Street Garage Parking Garage Stairs Replacement, \$330,869

Maricopa County Job Order Contract 2019-2022

Lower Buckeye Jail Yard Improvements, \$130,546
Intake, Transfer, Release (ITR) Building Detainee Pick-up Area, \$355,852
4th Floor Copy Room Refresh, \$121,911
MCTEC Refresh, \$90,448
Garfield Adult Probation Project, \$77,913
Towers Jail Locker Room Update, \$131,407

Years of Experience:

In Industry: 5 Years

With Firm: 26 Years

Education:

Nassau Community College

Training/Certifications:

- First Aid & CPR
- Fingerprint Clearance

Current Workload:

Jennifer is the Project Engineer for the following JOC programs:

- Mesa Public Schools
- City of Chandler
- Maricopa County



Tab 4 - Method of Approach



4-1 Contract Management Plan

a. Provide a statement of your plan for performing and managing the work.

Our approach to the JOC process begins with data gathering and understanding the 1GPA Member's goals and objectives. If Design Documents are available, FCI will assist in coordinating an initial meeting and walk-through of the project site with the pertinent team members and stakeholders. If Design Documents are not available, we will discuss the project with the owner to determine if the project can be completed with a narrative scope of work or whether we will need to provide Design-Build or CMAR services for the particular job order.

It is common for JOC projects to occur on operational campuses and within occupied buildings. We will assist the 1GPA Member entity in notifying those who will be affected by the project and will continuously communicate progress throughout the project.

A full-time FCI superintendent (we are proposing 5 to this program) will be on site any time work is being performed. Our superintendents are responsible for all aspects of construction and will ensure all who perform or visit the project site follow OSHA, FCI, and Owner safety and security protocols. Our superintendents serve as the on-site point of contact and will communicate directly with the Owner's appointed representative for the project. Our superintendents are also responsible for updating the project schedule, writing daily reports, documenting and communicating any unusual occurrences, keeping all Design Documents current, and maintaining a set of as-built documents.

b. Identify the specific software program(s) your firm uses in developing job estimates. Provide a sample of a typical job estimated using your software program(s).

We utilize a combination of historical cost data, RSMeans, Unit Price Book, and Open Book subcontractor estimates to develop conceptual estimates and project budgets. We use a combination of softwares for estimating, including: Smartbid to distribute information to subcontractors, On-Screen Takeoff and Bluebeam for quantity estimates, and a detailed Excel file for our proposal template.

We submit our proposals on a template along with the following to our Owner's when submitting a JOC cost estimate:

1. Cover letter narrating our scope of work
2. Estimate, with subcontractors' proposals as backup
3. A sketch showing the scope of work
4. A critical path method construction schedule showing activities and project milestones.

Please find a Budget Estimate Sample at the end of this section.

c. Explain how you plan to ensure prompt responses to job order requests.

Having a dedicated team allows us to respond promptly and quickly to new job order requests. When a client contacts us, we typically meet with them the same day, or within 24 hours. Typically, we have a scope of work prepared for review and discussion within 24-48 hours after meeting with the client. Our dedicated team will ensure we meet response time expectations.

d. Provide your plan for responding to and performing multiple job orders at the same time.

Because it is natural with JOC projects to have multiple job orders proceeding at once, our General Manager, Drew, will oversee management of your contract, while Phil, Larry, and Michael work with separate superintendents assigned to individual work orders. This will allow on-site observation and management to occur simultaneously. Our JOC engineers and project coordinators are assigned to multiple job orders and provide the administrative support such as processing of RFI's and submittals as well as generating pay applications and closeout packages. We are able to customize our operations to fit the specific needs of our JOC clients.

e. Explain your understanding and method of approval of adjacent ways.

We are familiar with the Adjacent Ways approval process to get projects funded for improvements to construct maintain or improve any public way adjacent to a school, sidewalks, sewer, and utility lines and other items along the property. There are five items the district needs to submit to the Arizona School Facilities Board for approval: an aerial, engineered site plan, color overlay of site plan to delineate offsite/onsite work, a proposal and schedule of values. We will breakout our cost proposal to the school to show items that fall into the Adjacent Ways categories versus general construction to ensure compliance with the program. We will also work with the design team and school district to get the schedule of values broken out and a detailed cost proposal to satisfy all the proposal requirements so the funding can be secured properly.

f. Explain what limitations you have geographically or in the number of simultaneous job orders.

FCI provides construction services state-wide and has no geographical limitations to performing job orders under this contract.

We currently have 2 statewide master service contracts that allow us to work in all four corners of Arizona.

g. Explain how you plan to absorb new projects in light of existing workload.

The reason we have assigned three project managers and five superintendents is to ensure ample team members are available for any work that may be assigned by 1GPA Members. Additionally, we already have clients waiting to give us work so we know additional staff would be needed. Existing workload will not interfere with any assigned contracts.

We are experienced in managing multiple job orders simultaneously. Having a dedicated team for this 1GPA contract will allow us to manage projects effectively and assign the necessary resources for each project.

h. Describe the firm's philosophy on self-performing any of the trade work.

Each of our superintendents has prior craftsmen experience and can self-perform a majority of the work alongside our trade partners, if needed.

Additionally, we have a team of craftsman that can perform a wide range of activities in house such as: concrete, framing, drywall, insulation, painting, acoustical ceilings, flooring, landscaping, doors, windows, hardware and minor millwork. We will reach out to our pre-qualified subcontractors for specialty trade work such as: site utilities, millwork, ceramic tile, plumbing, electrical, mechanical, fire sprinkler, and fire alarm.

Each project is unique and has varying resource requirements. A small quick paced project will typically be self-performed by FCI's in-house craftsmen to help expedite the project and lower costs. Larger JOC projects with extensive scope would be better served by hiring subcontractors to ensure the project schedule is maintained.

4-2 Quality Management Plan

a. Explain how you set goals and monitor the performance of your company.

Before we start any project, our first step is to identify and determine the project goals and objectives so we can tailor a project approach to the specific project needs. We understand the importance and how much it means to our clients to achieve and reach their project goals. We also understand your desire to select contractors that will provide the necessary expertise when challenges, special risks and issues are encountered and will work together to reach the proper solutions. It will be important to establish goals early in the project and to incorporate them into the master schedule. Monitoring these goals throughout both design and construction on a daily or weekly basis will provide the team the current project status and allow for timely reaction to impacts to the schedule and the established goals. FCI has demonstrated our commitment to Owner satisfaction by effectively planning, establishing project goals, providing design assistance, assembling resources and managing the construction of similar type projects.

b. Explain how you inspect the work to ensure quality and safety.

Our "Subcontractor Management and QA/QC Program" is designed to provide supervision, inspection, and testing of all items of work, including that of suppliers and subcontractors, to ensure compliance with the requirements of the technical specifications and drawings specific for each project. We utilize this program as a guide for field forces to assure that all work performed on each project conforms to the requirements of the drawings and specifications. Our QA/QC Manager has the responsibility of assuring conformance to this QA/QC Program by the contractor, subcontractors, suppliers, and the independent testing agency. Compliance applies to FCI and subcontractor furnished equipment, materials, workmanship, construction, finishes, functional performance, and identification. We check materials delivered to the site match what was submitted during the submittal process. We perform first work inspections to ensure a quality and consistent product is installed from beginning to end. Prior to a subcontractor demobilizing at the completion of their particular scope of work, our superintendent walks the project with the subcontractor to address any quality or non-compliance issues.

Our Arizona safety manager will work with each superintendent to create a site specific safety plan. This will be disclosed to each subcontractor before they are allowed on site. Our superintendents provide daily safety toolbox talks, and perform on site safety checks throughout the duration of construction. If additional training is needed, our safety manager will assist the project team.

c. Explain how you stay on schedule.

In these times of manpower shortages, it is more important than ever to keep trades apprised of the construction status so they know exactly when to be on site. We also call them in advance, as well as continually send them schedules. We utilize Primavera P6 scheduling software to produce project schedules. These schedules follow the critical path method and identify critical milestones at each phase of construction. The schedules are prepared by our project team and are then reviewed with the entire project team and refined as necessary. The schedule is then used as a baseline to track construction progress.

In addition to the CPM schedule, 'Three Week Short Interval' schedules are prepared by the Project Manager and Project Superintendent for weekly subcontractor coordination meetings. Short interval schedules enable

our subcontractors to be certain of start and finish dates, permitting them to manage their resources effectively. FCI has a proven track record of delivering projects as scheduled.

d. Explain your complaint and dispute resolution procedure.

We believe disputes are avoided by open communication as soon as issues arise. A successful JOC program is built around trust and relationships where a teaming environment and open communication generally prevent any complaints or disputes. However, should a complaint or dispute occur, FCI has a controlled escalation procedure. FCI will establish an open and professional dialogue at the site level with all parties involved in the issue. The intent of this communication is to determine responsibilities, establish solutions, and set a course of action and timeline to remedy the issue in the best interest of the project. If a solution cannot be established at the site level, we will defer the issue to the Project Management level at both FCI and the agency and then to the FCI Principal and his counterpart for the owner until a fair and reasonable accommodation has been reached. We believe that almost all disputes can be resolved in this managed resolution system to avoid the need for litigation. ***We are proud of the fact that in our 45-year history, we have never reached the point of litigation to resolve an issue.***

e. Explain the warranty procedure process and response time for future issues.

All warranties and maintenance procedures and training are delivered to 1GPA Members and end users through the closeout procedures. FCI will maintain copies of each of these warranties and a list of labor supplied and who supplied it. The FCI project manager will maintain this information and will respond immediately to any deficiency reported to him by the end users of the project normally within 24 hours. Any discovered deficiency will be corrected immediately or will become a project in itself with as high a priority as any other project until the proper resources are acquired to make the corrections.

Warranty work is completed in-house. Unlike our competitors, we do not hire a third party to "handle" our warranty work. FCI recognizes that our buildings are built for a purpose and that they need to perform as designed and at their highest level. If the building is not servicing each owner as designed, it is our responsibility to get it back to that level of performance as soon as possible.

4-3 Subcontractor Management Plan

Describe the firm's subcontractor management plan to include the following:

a. Subcontractor selection plan based on qualifications alone or on a combination of qualifications and price and shall not based on price alone.

It is our standard practice to receive pricing from a minimum of three subcontractors for each trade to ensure the most competitive and responsible cost is provided to each 1GPA Member. Our plan conforms to A.R.S. 41-2578, which states selection must be based on qualifications alone or a combination of qualifications and pricing. All subcontractors must submit an AIA305 form for pre-qualifying. We use this as a basis to determine that the subcontractor is financially viable, has the required skill and staffing, and verify their capacity to execute and manage the project.

b. Subcontractor recruitment

We use the latest construction solicitation methods including sending out invitations to subcontractors from our own maintained database of 6000+ Arizona Subcontractors, posting the project to plan rooms, advertising in the local media, and calling subcontractors directly. We will review all recommendations that may be provided by the Owner. Requests for subcontractor bids will be extensively made to ensure the best possible values are obtained for this project. We are also members of ASA (Arizona Subcontractor Association) and are actively engaged in building strong relationships and maintaining existing relationships with our subcontractor trade partners.

c. Controversies and claims related to work performed by subcontractors

If a claim arises from a subcontractor, FCI's policy is to arrive at a resolution prior to involving the Owner. Our Project Managers are authorized to determine accountability, enforce the contracts in place, and devise equitable solutions for both parties. If the situation reasonably affects our contract with 1GPA, we will present the information to 1GPA to determine an objective fact-based solution for a fair outcome.

Through the years, we have accumulated checklists of items to facilitate our continued success to quality management. The checklists are instrumental in the prevention of problems and errors and are designed for every section of the specifications applicable to all projects. Thus, before it can become a controversy or claim, we are already discussing and enforcing good quality work and materials.

1. Pre-Qualify

All subcontractors must submit information about themselves:

- Financial standing
- Bonding capability
- Insurance coverages
- Safety record
- Past project experience
- References

2. Qualified Short -List

Once we outline a short-list of 3-5 subcontractors for each trade that meet the prequal requirements established for your project, we will share this list with you to get any additional input on the list of qualified bidders. The subcontractors will also fill out any of your Vendor/Contractor forms as well.

3. Interview

After proposals have been received and de-scoped we will conduct one-on-one interviews with the recommended subcontractor to ensure scope is complete, manpower is available, and who is the overall best value for your agency.

4. Review

FCI will compile all the information and provide it to you to see every bid that we received and how each subcontractor stacked up to one another. You, the Owner, will have the final say in each subcontractor ultimately selected.



4-1b. Budget Estimate Sample

***Due to page limit constraints, we are only showing 8 pages of the 42 page proposal.**

FCI Constructors, Inc.

Date:

March 8, 2022

Project:

MORENCI USD CULINARY ARTS & ADMINISTRATION

MORENCI, AZ 85540

95% GMP ESTIMATE

MORENCI, AZ 85540 95% GMP ESTIMATE		NEW CONSTR.		-	NEW CONSTR.		-	NEW CONSTR.		-				
		RENOVATION		3,300	RENOVATION		1,805	RENOVATION		5,105				
		CULINARY ARTS FACILITY			ADMINISTRATION			TOTAL						
DESCRIPTION		TOTAL SF		3,300	TOTAL SF		1,805	TOTAL SF		5,105	NOTES			
		TOTAL COST	COST/SF	TOTAL COST	COST/SF	TOTAL COST	COST/SF							
010000	GENERAL CONDITIONS	\$	108,272	\$	32.81	\$	108,272	\$	59.98	\$	216,543	\$	42.42	
020000	SELECTIVE DEMOLITION	\$	33,404	\$	10.12	\$	27,427	\$	15.20	\$	60,831	\$	11.92	
030000	CONCRETE	\$	43,423	\$	13.16	\$	9,815	\$	5.44	\$	53,238	\$	10.43	
040000	MASONRY	\$	-	\$	-	\$	13,986	\$	7.75	\$	13,986	\$	2.74	
050000	METALS	\$	20,528	\$	6.22	\$	9,647	\$	5.34	\$	30,175	\$	5.91	
060000	WOOD & PLASTICS	\$	9,829	\$	2.98	\$	24,409	\$	13.52	\$	34,238	\$	6.71	
070000	THERMAL & MOISTURE PROTECTION	\$	17,137	\$	5.19	\$	30,350	\$	16.81	\$	47,488	\$	9.30	
080000	DOORS & WINDOWS	\$	10,021	\$	3.04	\$	27,910	\$	15.46	\$	37,931	\$	7.43	
090000	FINISHES	\$	101,381	\$	30.72	\$	88,255	\$	48.89	\$	189,636	\$	37.15	
100000	SPECIALTIES	\$	2,332	\$	0.71	\$	12,963	\$	7.18	\$	15,295	\$	3.00	
110000	EQUIPMENT	\$	257,452	\$	78.02	\$	-	\$	-	\$	257,452	\$	50.43	
120000	FURNISHINGS	\$	-	\$	-	\$	8,969	\$	4.97	\$	8,969	\$	1.76	
130000	SPECIAL CONSTRUCTION	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	N/A - EXCLUDED
140000	CONVEYING SYSTEMS	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	N/A - EXCLUDED
210000	FIRE PROTECTION	\$	33,121	\$	10.04	\$	-	\$	-	\$	33,121	\$	6.49	NONE IN ADMINISTRATION
220000	PLUMBING	\$	140,807	\$	42.67	\$	81,825	\$	45.33	\$	222,632	\$	43.61	
230000	HVAC	\$	60,101	\$	18.21	\$	44,086	\$	24.42	\$	104,187	\$	20.41	
260000	ELECTRICAL	\$	122,636	\$	37.16	\$	52,154	\$	28.89	\$	174,790	\$	34.24	
270000	LOW VOLTAGE/SPECIAL SYSTEMS	\$	10,990	\$	3.33	\$	-	\$	-	\$	10,990	\$	2.15	
310000	SITE WORK	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	N/A - EXCLUDED
320000	EXTERIOR IMPROVEMENTS	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	N/A - EXCLUDED
330000	UTILITIES	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	N/A - EXCLUDED
VE 1 - REMOVE WINDOWS AT ADMIN BUILDING		\$	-	\$	-	\$	(28,117)	\$	(15.58)	\$	(28,117)	\$	(5.51)	
VE 8 - OWNER PROVIDE KITCHEN EQUIP., MAKE-UP AIR, & EXHAUST		\$	(25,362)	\$	(7.69)	\$	-	\$	-	\$	(25,362)	\$	(4.97)	
SUBTOTAL - DIRECT COST		\$	946,072	\$	286.69	\$	511,950	\$	283.63	\$	1,458,022	\$	285.61	
CONTINGENCY-BID/ESTIMATING (BUY OUT)		\$	9,461	\$	2.87	\$	5,375	\$	2.98	\$	14,835	\$	2.91	1.00%
CONTINGENCY-GMP / CONSTRUCTION		\$	23,652	\$	7.17	\$	12,799	\$	7.09	\$	36,451	\$	7.14	2.50%
BUILDERS RISK INSURANCE		\$	782	\$	0.24	\$	404	\$	0.22	\$	1,186	\$	0.23	
GENERAL LIABILITY INSURANCE		\$	9,846	\$	2.98	\$	5,092	\$	2.82	\$	14,937	\$	2.93	0.85%
SUBCONTRACTOR DEFAULT INSURANCE		\$	10,473	\$	3.17	\$	5,397	\$	2.99	\$	15,869	\$	3.11	1.25%
BUILDING PERMIT		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	BY OWNER
OWNERS CONTINGENCY		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	N/A - EXCLUDED
ARCHITECTURAL DESIGN & ENGINEERING (C/S/M&E)		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	N/A - BY OWNER
MATERIAL TESTING / INSPECTIONS		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	N/A - BY OWNER
GC PAYMENT/PERFORMANCE BOND		\$	7,568	\$	2.29	\$	4,198	\$	2.33	\$	11,766	\$	2.30	
GC OVERHEAD & CONSTRUCTION PHASE FEE		\$	85,803	\$	26.00	\$	43,617	\$	24.16	\$	129,421	\$	25.35	8.00%
AZ SALES TAX		\$	64,690	\$	19.60	\$	-	\$	MRRA	\$	64,690	\$	12.67	9.10%
TOTAL ESTIMATED CONSTRUCTION COST - 2022		\$	1,158,346	\$	351.01	\$	588,831	\$	326.22	\$	1,747,177	\$	342.25	

ITEMS NOT INCLUDED ABOVE:

ADD FOR DUPLEX PUMP AT GREASE INTERCEPTOR (WORSE CASE)	\$	15,000	DIRECT COST ADD
ADD FOR SLEEVE SANITARY SEWER MAIN (IN H.S. HALLWAY)	\$	50,000	DIRECT COST ADD - ASSUMES 380 LF OF SLEEVE & 4 POT HOLES
OWNER PROVIDED MATERIAL TESTING / INSPECTIONS	\$	2,500	ADD

Confidential - FCI Constructors, Inc.

2

Tab 4 - Method of Approach

FCI Constructors, Inc.

Date: 3/8/2022
 Project: MORENCI USD CULINARY ARTS & ADMINISTRATION
 MORENCI, AZ 85540
 95% GMP ESTIMATE

VALUE ANALYSIS

ITEM NO.	DESCRIPTION	ESTIMATED COST W/ MARKUPS	APPROVED Y OR N	APPROVED AMOUNT	NOTES
1	REMOVE WINDOWS AT ADMINISTRATION BUILDING	\$ (31,404)	Y	\$ (31,404)	
2	REMOVE RECEPTION DESK AT ADMINISTRATION BUILDING	\$ (16,741)	N	\$ -	
3	REMOVE CASEWORK AT CONFERENCE ROOM	\$ (4,697)	N	\$ -	
4	REMOVE THE CMU WATER & GRAFFITI REPELLENT AT THE ADMINISTRATION BUILDING	\$ (1,608)	N	\$ -	
5	REMOVE THE TALL STORAGE CABINETS IN THE CULINARY CLASSROOM	\$ (7,420)	N	\$ -	DOES NOT INCLUDED PROVIDING STORAGE SHELVING IN ITS PLACE
6	USING A 36" IN LIEU OF A 48" AIR SCREEN	\$ (84)	N	\$ -	
7	REMOVE 6 OF 12 ITEM 47 - STUDENT WORK TABLES	\$ (6,543)	N	\$ -	
8	OWNER PROVIDED KITCHEN EQUIPMENT, MAKE UP AIR, & EXHAUST FANS	\$ (31,092)	Y	\$ (31,092)	CANNOT BE COMBINED WITH OTHER KEC SAVINGS
9	REMOVE THE 2 SINKS ON THE WEST SIDE OF THE CULINARY ARTS CLASSROOM	\$ (1,785)	N	\$ -	CHECK TO MAKE SURE IT IS TO CODE
10	750-GAL GREASE INTERCEPTOR IN LIEU OF A 1200 GAL	\$ (2,533)	N	\$ -	CHECK TO MAKE SURE IT IS TO CODE
11	ALTERNATIVE LIGHT FIXTURE PACKAGE FOR CULINARY	\$ (2,374)	N	\$ -	TBD WAITING ON SUBCONTRACTOR FEED BACK
12	ALTERNATIVE LIGHT FIXTURE PACKAGE FOR ADMINISTRATION BUILDING	\$ (558)	N	\$ -	TBD WAITING ON SUBCONTRACTOR FEED BACK

\$ (62,496) RUNNING VE APPROVED TOTAL

BREAK DOWN

\$ (31,092) CULINARY

\$ (31,404) ADMINISTRATION

Tab 4 - Method of Approach

FCI Cost Worksheet

Project: MORENCI USD CULINARY ARTS & ADMINISTRATION
Dr. David Woodall

March 8, 2022
95% GMP ESTIMATE

CULINARY ARTS SF 3,300
ADMINISTRATION SF 1,805

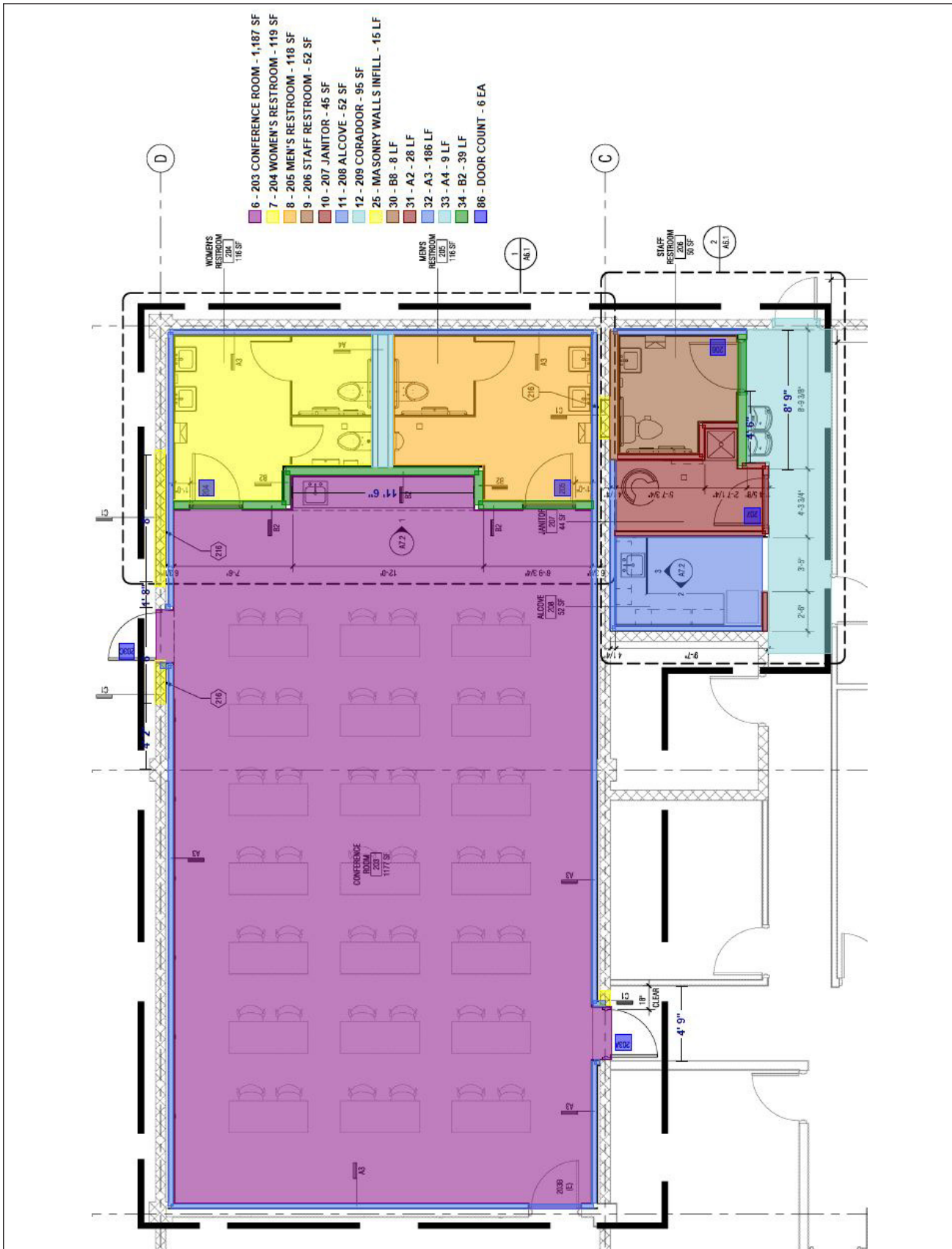
DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
020000 SITE WORK (BUILDING)				
020510 SELECTIVE DEMOLITION				
CULINARY ARTS				
M&P VENTURE PARTNERS				
REMOVE INTERIOR DOOR FRAMES	EA	6.00	\$ -	EA \$ 28,649
REMOVE INTERIOR DOORS	EA	6.00	\$ -	EA INCLUDED
REMOVE INTERIOR CEILINGS - NON ACM	SF	3,030.00	\$ -	SF INCLUDED
REMOVE FLOORING FINISHES- NON ACM	SF	3,050.00	\$ -	SF INCLUDED
REMOVE INTERIOR MS/DW PARTITIONS	SF	1,008.00	\$ -	SF INCLUDED
REMOVE INTERIOR HM STOREFRONT	N/A- EXCLUDED	SF	-	SF \$ -
REMOVE ALUM & GLASS STOREFRONTS	N/A- EXCLUDED	SF	-	SF \$ -
REMOVE EXISTING CASEWORK/SHELVING	LF	120.00	\$ -	LF INCLUDED
REMOVE EXISTING STRUCTURAL CONC FLOORS	SF	1,545.00	\$ -	SF INCLUDED
TEMPORARY WALLS FOR DEMO	INSTALL/REMOVE	SF	130.00	\$ 13.50 SF \$ 1,755
TEMPORARY DOORS OPENINGS FOR DEMO	INSTALL/REMOVE	EA	1.00	\$ 1,150.00 EA \$ 1,150
TEMPORARY SHORING	LS	-	\$ -	LS \$ -
MISCELLANEOUS REMOVALS	HRS	40.00	\$ -	HRS INCLUDED
DUMPSTER/DUMP FEES	EA	1.00	\$ 500.00	EA \$ 500
DAILY CLEANUP	HRS	20.00	\$ 35.00	HRS \$ 700
LAYOUT & COORDINATION	HRS	10.00	\$ 65.00	HRS \$ 650
SUBTOTAL- SELECTIVE DEMOLITION				\$ 33,404
020000 SITE WORK (BUILDING) - TOTALS	CULINARY ARTS		\$	33,404
		COST PER SF	\$	10.12
020000 SITE WORK (BUILDING)				
020510 SELECTIVE DEMOLITION				
ADMINISTRATION				
M&P VENTURE PARTNERS				
REMOVE INTERIOR DOOR FRAMES	EA	5.00	\$ -	EA \$ 18,382
REMOVE INTERIOR DOORS	EA	5.00	\$ -	EA INCLUDED
REMOVE EXTERIOR DOOR FRAMES	EA	1.00	\$ -	EA INCLUDED
REMOVE EXTERIOR DOORS	EA	1.00	\$ -	EA INCLUDED
REMOVE OVERHEAD DOOR	EA	1.00	\$ -	EA INCLUDED
REMOVE INTERIOR CEILINGS - NON ACM	SF	1,640.00	\$ -	SF INCLUDED
REMOVE FLOORING FINISHES- NON ACM	SF	246.00	\$ -	SF INCLUDED
REMOVE INTERIOR MS/DW PARTITIONS	SF	672.00	\$ -	SF INCLUDED
REMOVE CMU WALLS	DOORS	SF	24.00	\$ -
REMOVE CMU WALLS	WINDOWS	SF	96.00	\$ -
SAW CUT EXISTING WALLS	LF	118.00	\$ -	LF INCLUDED
CUT DOOR OPENINGS IN WALLS	EA	-	\$ -	EA \$ -
REMOVE INTERIOR HM STOREFRONT	N/A- EXCLUDED	SF	-	SF \$ -
REMOVE ALUM & GLASS STOREFRONTS	N/A- EXCLUDED	SF	-	SF \$ -
REMOVE TOILET PARTITIONS	N/A- EXCLUDED	EA	-	EA \$ -
REMOVE EXISTING CASEWORK/SHELVING	LF	25.00	\$ -	LF INCLUDED
REMOVE EXISTING STRUCTURAL CONC FLOORS	SF	175.00	\$ -	SF INCLUDED
TEMPORARY WALLS FOR DEMO	INSTALL/REMOVE	SF	90.00	\$ 13.50 SF \$ 1,215
TEMPORARY DOORS OPENINGS FOR DEMO	INSTALL/REMOVE	EA	2.00	\$ 1,150.00 EA \$ 2,300
TEMPORARY SHORING	LS	1.00	\$ 3,680.00	LS \$ 3,680
MISCELLANEOUS REMOVALS	HRS	40.00	\$ -	HRS INCLUDED
DUMPSTER/DUMP FEES	EA	1.00	\$ 500.00	EA \$ 500
DAILY CLEANUP	HRS	20.00	\$ 35.00	HRS \$ 700
LAYOUT & COORDINATION	HRS	10.00	\$ 65.00	HRS \$ 650
SUBTOTAL- SELECTIVE DEMOLITION				\$ 27,427
020000 SITE WORK (BUILDING) - TOTALS	ADMINISTRATION		\$	27,427
		COST PER SF	\$	15.20

4-1b. Budget Estimate Sample
Scope sheets are prepared for each division to compare subcontractor proposals.

FCI CONSTRUCTORS				Continental Flooring 480-281-1295 Chris Lowenberg Scottsdale, AZ	Sun Country Floors 480-497-5011 Sean Otlowski Mesa, AZ	Envision Flooring 623-444-8447 Geo Kucera Phoenix, AZ	TILE ONLY Richard McAvoy Tile 520-742-2294 Richard McAvoy Tucson, AZ	LATE BID Wholesale Floors 602-248-7878 Dan McShane Phoenix, AZ
BID TABULATIONS: FLOORING								
PROJECT: MORENCI USD CULINARY ARTS & ADMINISTRATION								
BID DATE/TIME: 2/4/2022								
ESTIMATOR: CHRIS REINA								
LOCATION: MORENCI, AZ								
ORIGINAL BID DOCS: 1/17/2022				YES	YES	YES	YES	YES
ADDENDUM #: N/A				N/A	N/A	N/A	N/A	N/A
SALES TAX: YES				\$ 2,182.00	YES	NO	YES	YES
FINGERPRINT CLEARANCE: YES				ADD \$300	YES		YES	
BONDABLE: NO				NO	NO	NO	NO	NO
093000, 096500, 096813 - TILE, RESILIENT ACCESSORIES, MODULAR CARPET				\$ -	\$ -	\$ -	\$ -	\$ -
ADMINISTRATION								
				\$ 28,424.00	\$ 37,009.00	\$ 75,748.67	INCLUDED	\$ 9,450.00
CARPET	1187	SF	INCLUDED		INCLUDED	INCLUDED	N	INCLUDED
VCT	52	SF	INCLUDED		INCLUDED	INCLUDED	N	INCLUDED
TILE			INCLUDED		INCLUDED	INCLUDED	\$ 18,480.00	\$ 20,915.00
BOD: AMERICAN OLEAN			INCLUDED		INCLUDED	INCLUDED	INCLUDED	INCLUDED
EXTRA MATERIALS - 5% OF EACH TYPE & COLOR			INCLUDED		INCLUDED	INCLUDED	INCLUDED	
FLOOR TILE	289	SF	INCLUDED		INCLUDED	INCLUDED	INCLUDED	INCLUDED
FLOOR TILE AT ALCOVE CORRIDOR	100	SF	\$ 1,302.00	\$ 1,717.00	N	\$ 900.00		INCLUDED
WALL TILE	882	SF	INCLUDED		INCLUDED	INCLUDED	INCLUDED	INCLUDED
WALL TILE AT ALCOVE CORRIDOR	33	SF	\$ 588.00		INCLUDED	INCLUDED	INCLUDED	INCLUDED
BASE	128	LF	INCLUDED		INCLUDED	INCLUDED	INCLUDED	INCLUDED
TRANSITION			INCLUDED		INCLUDED	INCLUDED	INCLUDED	INCLUDED
MORTAR & GROUT			INCLUDED		INCLUDED	INCLUDED	INCLUDED	INCLUDED
FLOOR PREP			INCLUDED		INCLUDED	INCLUDED	N	
RESILIENT ACCESSORIES			INCLUDED		INCLUDED	INCLUDED	N	INCLUDED
BOD: ROPPE, JOHNSONITE, MANNINGTON			INCLUDED		INCLUDED	INCLUDED	N	INCLUDED
EXTRA MATERIALS - ONE BOX OF EACH RUBBER BASE			INCLUDED		INCLUDED	INCLUDED	N	INCLUDED
4" RUBBER BASE	235	LF	INCLUDED		INCLUDED	INCLUDED	N	INCLUDED
6" RUBBER BASE	32	LF	INCLUDED		INCLUDED	INCLUDED	N	INCLUDED
CONCRETE SEAL COAT	46	SF	INCLUDED		INCLUDED	INCLUDED	VERIFY W/ PAINT	VERIFY W/ PAINT
CONSTRUCTION DURATION			7-10 DAYS				5 DAYS	
MATERIAL LEAD TIME			8 WKS					
SALES TAX - MRRA (POINT OF SALE)			\$ 1,262.20	\$ 1,306.00	N	\$ 890.00	\$ 2,520.30	
TOTAL BID WITH ADJUSTMENTS	QTY	UNIT	\$ 52,587.20	\$ 67,094.00	\$ 85,199.25	\$ 20,270.00	\$ 51,600.30	

4-1b. Budget Estimate Sample

On-Screen Takeoff used to confirm quantities against subcontractor proposals.



**Morenci USD
Culinary Arts & Administration
Morenci, AZ.**

**95% Construction Documents GMP
Clarifications & Assumptions
March 3, 2022**

A. Project Information

1. Project type & size: Renovation.
 - **Culinary Arts – 3,160 GSF.**
 - **Administration – 1,805 GSF.**
2. Estimated construction duration: 4 months
Start date: April 18th – on or about (pending material lead times)

B. General Clarifications

1. This estimate is based on 95% Construction Documents, as prepared by bws Architects, dated 01/17/2022.
2. This proposal represents specifically identified construction costs only. Therefore, all other costs identified as "Owner's Costs" are not included. The following items are considered to be Owner's Costs:
 - Morenci USD administrative costs or fees.
 - Program Management/Owner Representative fees, or reimbursables.
 - Design Fees or reimbursable.
 - Permit Fees.
 - Legal fees or expenses.
 - Interior Plantings & Artwork.
 - Owner's Construction Contingency. We recommend carrying at least 5%.
 - Relocation of furniture/shelving/items in work areas not part of renovation.
3. This estimate does not include any costs associated with hazardous materials abatement.
4. Sales tax is included by Prime Contractor for the Culinary Arts. The tax rate used on this project is 9.10% based on the Greenlee County and Town of Clifton current rates.
5. Sales tax is included as point of sale (MRRA) for the Administration portion of the project as the total is under the \$750,000 limit.
6. Bid / Estimating Contingency of 1% is included. This will be removed after review of permitted plans and once pricing impacts are incorporated.
7. Contractor Contingency of 2.5% is included.
8. The cost for 100% Performance and Payment Bonds by FCI is included.
9. General Liability Insurance, Builders Risk Insurance, and FCI Constructors subcontractor's insurance guard (SDI) is included.
10. Materials testing & special inspection is excluded, assumed to be provided by owner. We recommend an allowance of \$2,500 to complete this scope.

**Morenci USD
Culinary Arts & Administration
Morenci, AZ.**

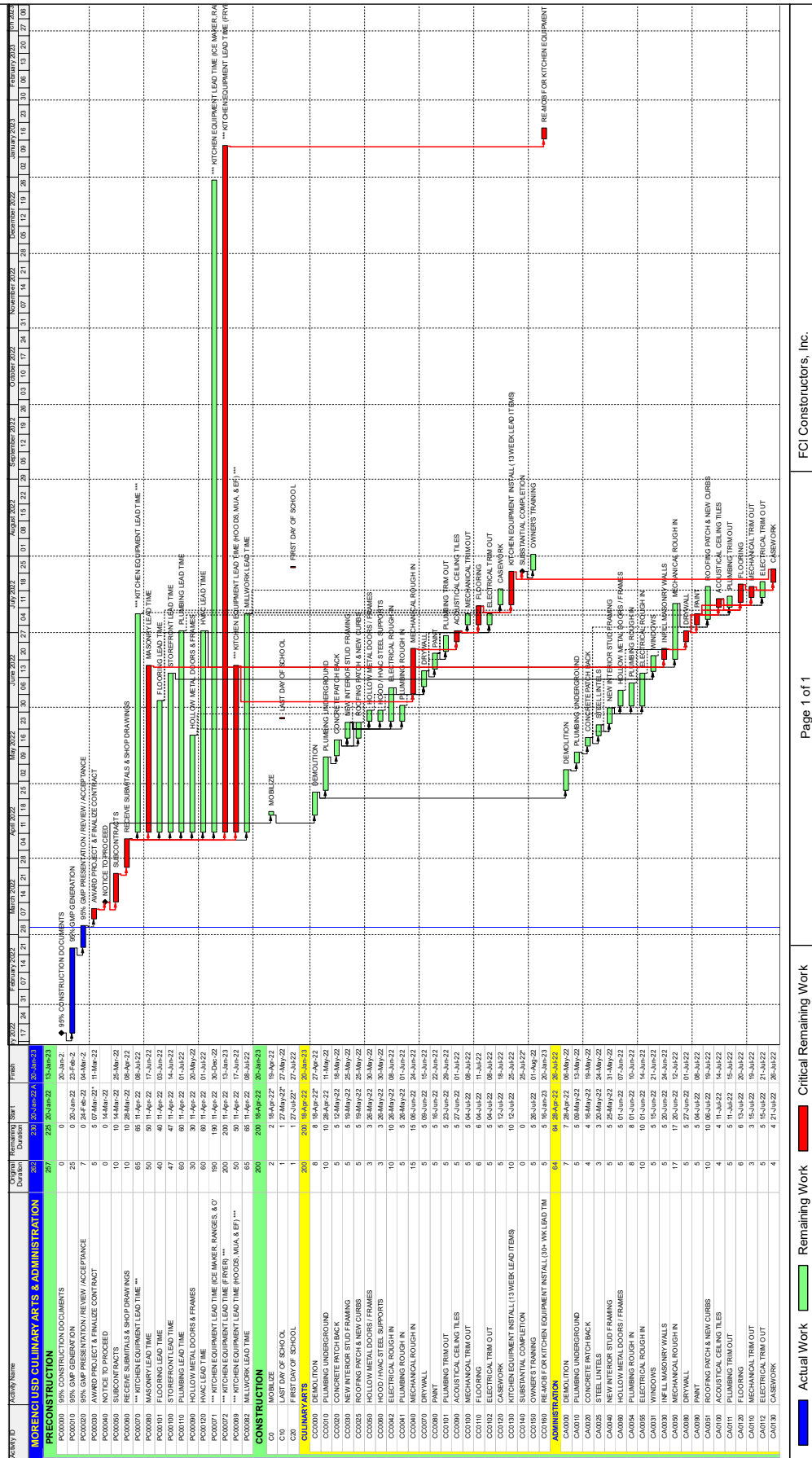
**95% Construction Documents GMP
Clarifications & Assumptions
March 3, 2022**

11. Should only one project move forward, we will need to adjust our General Conditions as we currently have them split evenly between the two projects.

C. Exclusions

1. It is our understanding that all asbestos abatement will be done by the Owner and will be completed prior to the start of construction.
2. Telephone/data equipment (telephone switching, handsets, PBX units, computers, network servers, printers, scanners, etc.).
3. Equipment other than what is specifically identified in this estimate.
4. Cable or Satellite TV cabling or equipment.
5. Hard digs or rock excavation is not included. It is assumed that all soils on the site can be efficiently dug using a Case 580 backhoe or equivalent equipment.
6. Costs (materials, equipment, systems) associated with LEED or Green Globes certification.
7. Sleeving of existing sewer line is not included in base scope of work. See add alternate.
8. Location of grease interceptor has been included to the southeast of the Culinary Arts in lieu of the north side by the green house. In our discussions with the engineers there should be enough slope from this interceptor into the existing sewer main. In the worse case event that there is not enough slope, a duplex pump would be needed to pump the sewer out of the grease interceptor. This would be a direct cost add of \$15,000 and is not included in the current estimate.

Morenci USD Culinary Arts Administration



FCI Constructors, Inc.

Page 1 of 1

Critical Remaining Work

Remaining Work

Tab 5 - Organizational Strength





5-1 Provide a letter from your bonding company indicating the following information: your firm's maximum cumulative bonding limit; your firm's single project limit; and your firm's current available bonding capacity.

Please refer to the end of this section for a letter from our bonding company.

5-2 Provide a certificate of insurance indicating your firm's insurance coverage. A sample certificate may be provided. However, before any work is initiated, the successful contractor must provide a certificate that names the 1GPA Member as additional insured.

Please refer to the end of this section for a sample insurance certificate indicating our insurance coverage. Before any work is initiated, FCI will provide a certificate of insurance that names the 1GPA Member as additional insured.

5-3 Provide a letter from your firm's insurance company stating the Workers' Compensation Experience Modification Rate (EMR) for the past three (3) years.

Please refer to the end of this section for a letter from our insurance company indicating our Workers' Compensation Experience Modification Rate (EMR).

5-4 Identify the current total dollar value of awarded construction work currently being managed by the local office. Identify the total number of direct employees of local office supporting construction value noted above. We currently have \$36,905,146 of awarded construction work being managed by our Arizona offices. 42 direct employees support this construction work.

5-5 Identify any judgments or liens against your firm within the past three (3) years.

FCI has no judgments or liens against the firm.

5-6 Identify any current unresolved bond claims against your firm.

FCI has no unresolved bond claims against our firm.

5-7 Identify any deficiency orders issued against your firm by the Arizona Register of Contractors over the past three years.

FCI has not had any deficiency orders issued against our firm by the Arizona Registrar of Contractors.

5-8 Identify any filing under the U.S. Bankruptcy Code over the past three (3) years.

FCI has no filings under the U.S. Bankruptcy Code.

5-9 FINANCIAL STATEMENTS SUBMITTED SEPARATELY – Provide audited (preferred) financial statements representing the past two (2) years. Our financial Statements can be found in a separate document uploaded on OpenGov Procurement.

5-1 Bond Letter



UNDERSTAND. SERVICE. INNOVATE.

February 9, 2023

Paradise Valley Unified School District
Attn: Eva Calles, Director of Purchasing & Christy Knorr, Vice President – 1Government Procurement Alliance
15002 N. 32nd Street
Phoenix, Arizona 85032

Re: FCI Constructors, Inc.
Project: Job Order Contracting for General Contractors – RFQ #23-15PV

Dear Eva Calles and Christy Knorr:

Our agency services the Surety Program for FCI Constructors, Inc. We are personally acquainted with Mr. Shane Haas, President of FCI Constructors, Inc. and we have found him to be an individual of high character and integrity. FCI Constructors, Inc. is one of the premier construction firms in the Rocky Mountain Area and has been doing business with USI since 2004. In the time that our firm has done business with FCI, there have been no adverse bond claims on record. FCI has always handled themselves with the utmost professionalism and integrity.

Surety bonds for FCI Constructors, Inc. have been written through the Western Surety Company since 1989. Due to the strong financial strength of this organization we are willing to give consideration to projects in excess of \$150,000,000 and an aggregate capacity in excess of \$850,000,000. This is merely a working parameter and does not constitute maximum bond capacity. Western Surety Company is listed in the most recent issue of the Federal Register, Circular 570, and US Treasury Department and possesses a current Best rating of A and XIV. Western Surety Company is also licensed to conduct business in the State of Arizona.

We understand that FCI Constructors, Inc. will be submitting a proposal to you on the project referenced above. The addition of your project(s) to FCI Constructors work program will not affect their bond capacity. Currently, FCI is utilizing around \$300,000,000 of their bond capacity, leaving more than \$550,000,000 in available bond capacity for additional projects.

FCI Constructors, Inc. has an excellent reputation and experience in providing input on value engineering options to optimize construction quality and cost effectiveness within a specified budget. Other considerations within FCI's area of expertise are project scheduling and the integrity of all design alternatives.

Should FCI be awarded the contract on the above project, we anticipate being able to provide bonds in the amount of 100% of the contract sum. Our approval of any bond requests would be conditioned upon applicable underwriting considerations at the time of the bond request. This letter is not an assumption of liability. We have issued this letter only as a bonding reference requested by our client.

We strongly recommend FCI Constructors, Inc. to you and if you should need any additional information or services, please advise at your convenience.

Sincerely,

Cory A. Clauss
Vice President – Surety
303-831-5218

FCI Constructors | Job Order Contracting for General Contractors- RFQ #23-15PV

5-3 EMR Letter



UNDERSTAND. SERVICE. INNOVATE.

USI Insurance Services, LLC
6501 S. Fiddlers Green Circle
Suite 100
Greenwood Village, CO 80111
www.usi.com
Phone: 303.837.8500
Toll-free: 800.873.8500
Fax: 303.831.5295

August 19, 2022

Re: FCI Constructors' Workers' Compensation Experience Modifier

To Whom It May Concern:

Below is a summary of FCI Constructors' NCCI Workers' Compensation experience modifiers for the renewal and 2 prior policy periods.

Rating Effective Date	Experience Modification Factor
10/1/2022	0.69
10/1/2021	0.73
10/1/2020	0.73

I certify that the factors shown above are accurate as of the date of this letter. Please contact me if you need additional information.

Thank you,

Jason Ray, ARM
Risk Analysis



FCI CONSTRUCTORS, INC.

Unique Entity ID Q7BPWPD4VH9	CAGE / NCAGE 0D7H4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jul 9, 2024	
Physical Address 3070 I 70 Business Loop Grand Junction, Colorado 81504-4468 United States	Mailing Address P.O. Box 1767 Grand Junction, Colorado 81502-1767 United States	

Business Information

Doing Business as FCI CONSTRUCTORS INC	Division Name Phx, Az; Longmont, Co; Durango, Co;cheyenne, Wy;aztec, Nm;	Division Number (blank)
Congressional District Colorado 03	State / Country of Incorporation Colorado / United States	URL http://www.fciol.com

Registration Dates

Activation Date Jul 12, 2023	Submission Date Jul 10, 2023	Initial Registration Date Mar 6, 2002
--	--	---

Entity Dates

Entity Start Date Jul 14, 1978	Fiscal Year End Close Date Mar 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types


Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information


Accepts Credit Card Payments No	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 0D7H4

Points of Contact


Electronic Business

 CLAYTON T MARSHALL, CFO	P.O. Box 1767 Grand Junction, Colorado 81502 United States
Ed FORSMAN	P.O. Box 1767 Grand Junction, Colorado 81502 United States

Government Business

 SHANE HAAS, PRESIDENT	P.O. Box 1767 Grand Junction, Colorado 81502 United States
Ed FORSMAN	P.O. Box 1767 Grand Junction, Colorado 81502 United States

Past Performance

 ED FORSMAN	P.O. Box 1767 Grand Junction, Colorado 81502 United States
JOHN J KELLEHER	P.O. Box 2176 Litchfield Park, Arizona 85340 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	236220	Commercial And Institutional Building Construction
	237110	Water And Sewer Line And Related Structures Construction
	237990	Other Heavy And Civil Engineering Construction

Disaster Response

This entity does not appear in the disaster response registry.