



PINAL COUNTY
WIDE OPEN OPPORTUNITY

PURCHASING DIVISION REPORT

July 3, 2024

CONTRACT AWARD RECOMMENDATION:

The Board is requested to approve the following contract award:

1. RFP 242328 – GPS Services for Elections - Recommend Truelite Trace, Inc. d/b/a FleetUp be awarded a contract beginning July 3, 2024 through July 2, 2025 with four (4) optional one-year extensions. This contract will be used by the Elections Department.

CONTRACT AMENDMENTS:

The Board is requested to approve the following contract amendments:

1. RFP 193325 – Detention Food Services - Recommended approval of Amendment No. 5 to exercise the optional extension period from July 1, 2024 through June 30, 2026 with Aramark Correctional Services, LLC. There are no further extensions remaining. This contract is used by the Sherriff's Office and Youth Justice Center.
2. RFP 202025 – Workforce Development Data Analyst - Recommended approval of Amendment No. 5 to exercise the optional extension period from September 30, 2024 through September 29, 2025 with The Partnership for Workforce Innovation. There are no further extensions remaining. This contract is used by the Economic and Workforce Development Department.
3. RFP 220726 – Public Health Clinic Services - Recommended approval of Amendment No. 3 to exercise the optional extension period from September 1, 2024 through August 31, 2025 with the following suppliers:

Rebecca N. Strand, RN
Sindy L. Sheldon, MSN, WHNP
Nursis Staffing, LLC

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

4. RFP 231527 – Vehicle and Equipment Parts, Repair and services - Recommended approval of Amendment No. 1 to exercise the optional extension period from July 3, 2024 through October 26, 2024 with the following suppliers:

Earnhardt Chevrolet
Houseright & Sons LLC
Pinal County Autoglass
Sonsray Machinery

Earnhardt Ford Company Sales
Napa/Day Auto Supply
Rodeo Chrysler Dodge Jeep Ram



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There are three (3) optional extensions remaining. This contract is used Countywide.

- 5. IFB 240328 – Pavement Maintenance Materials - Recommended approval of Amendment No. 1 to exercise the optional extension period from August 2, 2024 through August 1, 2025 with the following suppliers:

Holbrook Asphalt

Pavement Restoration

Western Emulsions

Wright Asphalt Products Company

There are three (3) optional extensions 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: \$150,000.00
SUPPLIER: Greater Phoenix Economic Council
DESCRIPTION: Marketing and promotion for Pinal County
DEPARTMENT(S): Economic and Workforce Development

PURCHASE ORDER CHANGES REQUIRING APPROVAL:

The Board is requested to approve the following change orders per Pinal County Procurement Code section PC1-502 governing change orders that exceed minimum thresholds.

PO NO.: 245198
SUPPLIER: Dibble & Associates
AMOUNT: Change amount of \$499,992.14 for a new total of \$1,941,245.68
ITEM: Phase 3 SR 24 Exit/N-S Parkway
DEPARTMENT: Development Services – Public Works Division

PO NO.: 248160
SUPPLIER: Trace Consulting, LLC
AMOUNT: Change amount of \$373,567.71 for a new total of \$508,152.80
ITEM: Ocotillo Rd & Schnepf Rd Intersection
DEPARTMENT: Development Services – Public Works Division

COOPERATIVE PURCHASING AGREEMENT PROCUREMENTS OVER \$250,000:

The Board is requested to approve the following cooperative purchases:

REQUISITION NO.: 170520



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SUPPLIER: Empire Machinery
AMOUNT: \$1,079,524.38
ITEMS: 2 Ea 265 XPS Compact Skid Steer; 2 Ea 2025 140-13A Motor Grader
DEPARTMENT: Development Services – Public Works Division

REQUISITION NO.: 170523
SUPPLIER: John Deere Company
AMOUNT: \$571,893.69
ITEMS: 3 Ea 6130M Cab Tractor
DEPARTMENT: Development Services – Public Works Division

REQUISITION NO.: 170537
SUPPLIER: Roadway Asset Services, LLC
AMOUNT: \$867,952.00
ITEM: Pavement & Asset Management Services
DEPARTMENT: Development Services – Public Works Division

REQUISITION NO.: 170538
SUPPLIER: Sanderson Ford
AMOUNT: \$393,115.16
ITEMS: 4 Ea 2024 Ford F550 VL Cab Crew 4x4
DEPARTMENT: Development Services – Public Works Division

REQUISITION NO.: 170573
SUPPLIER: Wex Bank
AMOUNT: \$900,000.00
ITEM: Fuel for Motor Pool
DEPARTMENT: Fleet Services

REQUISITION NO.: 170592
SUPPLIER: Senergy Petroleum LLC
AMOUNT: \$1,200,000.000
ITEM: Diesel Fuel
DEPARTMENT: Fleet Services

REQUISITION NO.: 170593
SUPPLIER: Wex Bank
AMOUNT: \$500,000.00
ITEM: Light Duty Fuel
DEPARTMENT: Fleet Services



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REQUISITION NO.: 170693
SUPPLIER: Wex Bank
AMOUNT: \$2,314,000.00
ITEM: Fuel
DEPARTMENT: Sherriff's Office

REQUISITION NO.: 170726
SUPPLIER: Wood Patel & Associates, Inc.
AMOUNT: \$452,720.00
ITEM: Pinal County San Tan Valley Rezoning
DEPARTMENT: Development Services – Community Development Division

Leo Lew
County Manager



Himanshu Patel
Deputy County Manager

Angeline Woods
Office of Budget & Finance Director

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MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Bobby Tolliver, Procurement Officer

Date: July 3, 2024

Re: Contract Amendment for RFP #193325RFP Detention Food Services

It is requested the Board approve a contract term extension and price increase of approximately 4.2% with Aramark Correctional Services, LLC who provides Detention Food Services for the Sheriff's Office and Youth Justice Center.

The County has spent approximately \$860,000 on this contract in the last year and approximately \$950,000 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, no further extensions 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,

Bobby Tolliver

Bobby Tolliver
Procurement Officer
(520) 866-6011
Bobby.Tolliver@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 193325
Amendment #5
 Procurement Officer: Bobby Tolliver
 Bobby.Tolliver@pinal.gov

Detention Food Services

Contractor Name: **Aramark Correction Services, LLC**

Pursuant to Paragraph 2 (Contract Extension) and Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. The term of this Contract is hereby extended to June 30, 2025.
2. Pricing is amended as follows:

Youth Justice Center	Fixed Price Per Meal
Youth Breakfast	2.500
Youth Lunch	2.500
Youth Snack	0.898
Youth Dinner	2.500
Youth Meal Equivalent (Sack Meal)	2.500

ADC Average Weekly Population	<400	400-499	500-599	>600
Breakfast	\$2.293	\$2.016	\$1.832	\$1.705
Lunch	\$2.293	\$2.016	\$1.832	\$1.705
Snack (as medically required)	\$0.000	\$0.000	\$0.000	\$0.00
Dinner	\$2.293	\$2.016	\$1.832	\$1.705
Meal Equivalent (Sack Meal)	\$2.293	\$2.016	\$1.832	\$1.705

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.

Stephen Yarsinsky

BY: _____

(Name)

Finance Vice President

(Title)

DocuSigned by:

Stephen Yarsinsky

(Signature)

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Aramark Correctional Services

(Contractor Name)

6/20/2024

DATE: _____

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

BY: Mike Goodman _____

(Name)

Chairman, Pinal County Board of Supervisors

(Title)

(Signature)

DATE: 7/03/2024 _____



To: Pinal County Board of Supervisors
From: Bobby Tolliver, Procurement Officer
Date: July 3, 2024
Re: Contract Award of RFP #242328 GPS Services for Elections

Background

Request for Proposal 242328 was published to solicit proposals from qualified suppliers to provide GPS Services for the Elections Department.

Selection Process

Four (4) proposals were received and opened on November 28, 2023, at 2:15 p.m. Three out of the four proposals were deemed responsive and responsible and were evaluated by a five-person committee. Proposals were scored on Capacity of the Responder, Cost, Method of Approach, References, Conformance to Terms and Conditions, and Statement of Work. A summary of the evaluation scores for each Responder is included in the attached Evaluation and Award Determination.

Responders:

Truelite Trace, Inc. d/b/a FleetUp
Talosys, Inc.
Samsara, Inc.
MasTrack

Recommendation

After review and scoring of the proposals by the evaluation committee, it is recommended that the Board of Supervisors approve the award of the top Company contract 242328 – GPS Services for Elections to Trulite Trace, Inc. d/b/a FleetUp. The term of the proposed contract is an initial one (1) year term beginning July 3, 2024 through July 2, 2025 with four (4) one-year optional extensions.

The Board is also requested to authorize the Office of Budget and Finance Director to approve and sign any resulting administrative documents.

Any questions regarding the outcome of this solicitation or resultant contract may be directed to Bobby Tolliver, Procurement Officer.

Respectfully submitted,

Bobby Tolliver

Bobby Tolliver
Procurement Officer
(520) 866-6011
Bobby.Tolliver@pinal.gov

Attachment: Evaluation and Award Determination

Leo Lew
County Manager



Himanshu Patel
Deputy County Manager

Angeline Woods
Office of Budget & Finance Director

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MaryEllen Sheppard
Deputy County Manager

July 3, 2024

RFP 242328 GPS Services for Elections
Evaluation and Award Determination

In accordance with the Pinal County Procurement Code, Truelite Trace, Inc. d/b/a FleetUp has been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

	Total	Capacity of the Responder	Method of Approach	Cost	Conformance	Technical Requirements	Demo/Interviews
Supplier	/ 1,790.00 pts	/ 300 pts	/ 350 pts	/ 250 pts	/ 100 pts	/ 390 pts	/ 400 pts
Truelite Trace, Inc. d/b/a FleetUp	1,517.00 pts	275 pts	325 pts	250 pts	100 pts	200 pts	367 pts
TALOSYS Inc.	1,190.00 pts	268 pts	305 pts	70 pts	100 pts	195 pts	252 pts
Samsara, Inc.	744.75 pts	274 pts	285.75 pts	0 pts	0 pts	185 pts	0 pts
MasTrack	100.00 pts	0 pts	0 pts	0 pts	0pts	0 pts	0 pts

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Bobby Tolliver.

Office of Budget & Finance

Leo Lew
County Manager



Himanshu Patel
Deputy County Manager

Angeline Woods
Office of Budget & Finance Director

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MaryEllen Sheppard
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Bobby Tolliver

Bobby Tolliver
Procurement Officer
(520) 866-6011
Bobby.Tolliver @pinal.gov

Office of Budget & Finance

**Contract 242328RFP
GPS Services for Elections**

THIS CONTRACT is entered into by and between Pinal County, ("County"), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Truelite Trace, Inc. d/b/a FleetUp, ("Contractor"), whose primary address is 675 North 1st St., Suite 1100, San Jose, CA 95112.

1. **CONTRACT TERM.** The resultant contract term will commence upon contract execution, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.
2. **CONTRACT EXTENSION.** The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.

3. **CONTRACT TYPE.**

Firm-Fixed Unit Price. The unit prices are the amounts scheduled in the requested Pricing Document for complete, delivered, discrete items, including installation if applicable and so stated, each of which will be Contractor's complete and total compensation for carrying out each item covered by each unit price at the item level; and will not be subject to any adjustment on the basis of Contractor's cost experience in performing under the contract.

NOTE: An "item" as contemplated in this paragraph could be a single, functional, and usable thing as sold, or a component of an assembly yet to be built, or a complete assembly.

4. **PRICING**

4.1 **Most Favored Customer Pricing.**

Contractor warrants that, for the term of the contract, the prices, rates, discounts, terms, and benefits set out in the proposal, including any subsequent agreed upon amendment to it, will be equal to or better than the lowest prices, best rates, largest discounts, and most favorable terms and benefits, both separately and in combination, at which Contractor sells equivalent items. If Contractor provides more favorable pricing, rates, discounts, terms and benefits to any customer, it shall immediately apply all such pricing, rates, discounts, terms and benefits to pending County purchase orders and offer such pricing, rates, discounts, terms and benefits for all future purchases made by the County.

4.2 **All-Inclusive Pricing.**

Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.



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4.3 Price Reductions and Sales Promotions.

Price reductions may be submitted to or requested by the County for consideration at any time during the life of the contract. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

4.4 Price Increase.

The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered. There is no guarantee the County will accept the price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Contract.

Any request for a rate increase must be made ninety (90) days prior to the time of a contract extension and only after the contract has been in effect for two (2) years. Any request for a rate increase that falls outside of these time requirements and is not fully documented will not be considered. Any request for a rate increase shall be a factor in the extension review process and if approved, will be implemented by a formal contract change order. Requests for all price increases must be supported by appropriate documentation. The County will have the right to request and receive additional information, statistics, financial records, etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's rate increase request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to the availability of monies appropriated, if applicable.

4.5 Delivery.

Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.6 Change Orders.

In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

- a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.
- b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.

5. INVOICING AND PAYMENTS.



5.1 Invoices.

The Contractor shall submit detailed, itemized invoice(s) before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

- a. Company name, address and contact
- b. County bill-to name and contact information
- c. Contract Number
- d. County purchase order number
- e. Invoice number and date
- f. Payment terms
- g. Itemized service price as outlined in the Pricing Response Form

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

financeinvoices@pinal.gov

Pinal County Finance Department

Attn: Accounts Payable

PO Box 1348

Florence, AZ 85132

5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:

- a. Charges or fees not delineated in the contract.
- b. Materials or services that have not been authorized on a purchase order.
- c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
- d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.

5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.

5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.

5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.



- 5.8 **Availability of Funds.** By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.
6. **ARIZONA LAW.** This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.
7. **IMPLIED LAW.** Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.
8. **PUBLIC RECORD.** This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County.
9. **CONTRACT ORDER OF PRECEDENCE.** All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.
- a. Written Contract Amendments
 - b. Contract
 - c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
 - d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
 - e. Contract Exhibit(s) C (i.e. Responder's Proposal Documents)
 - f. Other Contract Exhibits
 - g. Orders, in reverse chronological order
10. **RELATIONSHIP OF THE PARTIES.** The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.
11. **SEVERABILITY.** Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.



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- 12. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.
- 13. NO WAIVER. Either party’s failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.

14. CONTRACT ADMINISTRATION AND OPERATION.

14.1 Notices and Correspondence. Notices required by this Contract shall be made to the following addresses:

County	Contractor
Name: Bobby Tolliver	Name: Truelite Trace, Inc. d/b/a FleetUp
Address: PO Box 1348 Florence, AZ 85132	Address: 675 North 1 st St., Suite 1100 San Jose, CA 95112
Title: Procurement Officer	Title: Adam Ayers: Director of Sales
Email: Purchasing@Pinal.gov	Email: aayers@fleetup.com

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

14.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an “Electronic Ordering System”), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to “click through” or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.

14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the



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County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

- 14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.
- 14.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.
- 14.6 Acceptance of Work.
- a. **Materials.** The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.
 - b. **Services.** The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.
- 14.7 Ownership of Intellectual Property.



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- a. **Rights in Work Product.** Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.
 - (1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.
 - (2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.
- b. **Joint Developments.** The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.
- c. **Pre-Existing Material.** All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:
 - (1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;
 - (2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and
 - (3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.



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- d. **Developments Outside of Contract.** Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.
- 14.8 **Subcontracts.** The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.
- 14.9 **Non-Discrimination.** Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.
- 14.10 **E-Verify Requirements.** As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- 14.11 **Offshore Performance of Certain Work Prohibited.** Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.
- 14.12 **Estimated Quantities.** Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.
- 14.13 **Non-Exclusivity.** This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.



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- 14.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.
- 14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.
- 14.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).
- 14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.



- 14.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.
- 14.19 Work on County Premises.
- a. **Compliance with Rules.** Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.
 - b. **Protection of Facilities and Grounds.** Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 18.5 "Right to Offset."
- 14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.
- 14.21 Israel Boycott Prohibited. Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of \$100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 14.22 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within



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five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract terminates on the contract termination date.

15. CONTRACT CHANGES.

- 15.1 Contract Amendments. The contract is issued under the authority of the Pinal County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.
- 15.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:
- a. Extension of the term of the contract within the maximum aggregate term;
 - b. Revision to Procurement Officer appointment or contact information; or
 - c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties' signature (or "approval") of a contract modification is required to give it effect.

- 15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

16. RISKS AND LIABILITIES

- 16.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 16.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against



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claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

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

a. **Minimum Scope and Limits of Insurance.** Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

- (1) **Commercial General Liability (CGL).** Commercial General Liability (CGL) Insurance (CG 0001) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 General Aggregate Limit, and \$2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

- (2) **Automobile Liability.** Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this contract.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.



The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor’s work or service.

(3) Workers’ Compensation and Employer’s Liability.

Workers’ Compensation Employer’s Liability	Statutory
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-902 (E.), and when such Contractor executes the appropriate sole proprietor waiver form.

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

b. Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:

(1) The Contractor’s policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and non contributory as regards and self insurance or insurance carried by Pinal County.

(2) Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this contract.

c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor’s insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.

d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.



- e. **Verification of Coverage.** Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- f. **Subcontractors.** All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.
- g. **Approval and Modifications.** The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 **Basic Indemnification.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

- a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;
- b. Arise out of or are recovered under workers' compensation laws; and/or
- c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.
- d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.



- 16.4 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:
- a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;
 - b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;
 - c. County may elect to participate in such action at its own expense; and
 - d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.
- 16.5 Force Majeure.
- a. **Relief From Performance.** The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.
 - b. **Excusable Delay is Not a Default.** Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.
 - c. **Default Diminishes Relief.** Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.



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- 16.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

17. WARRANTIES

- 17.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.
- 17.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:
- a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;
 - b. Be free from defects of material and workmanship;
 - c. Conform to or perform in a manner consistent with current industry standards; and
 - d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the forgoing warranty will not begin until County's acceptance.

- 17.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.
- 17.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.
- 17.5 Data Protection and Confidentiality of Records.
- a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all

information by those same avenues is the County's confidential information. To comply with the foregoing warrant:

- (1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
 - (2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.
- b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.)
NOTE: For convenience of reference only, the OMB memorandum is available at:
<https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf>.
NOTE: For convenience of reference only, the GSA directive is available at:
<http://www.gsa.gov/portal/directive/d0/content/658222>
- c. Protected Health Information. Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:
- (1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;
 - (2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at:
<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>



- 17.6 Intellectual Property. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 17.7 Compliance with Applicable Laws, Licensing and Permits. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- 17.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include “anti-lobbying” provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County’s benefit or on the County’s behalf.
- 17.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

18. COUNTY’S CONTRACTUAL REMEDIES

- 18.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County’s option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 18.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.
- 18.3 Non-exclusive Remedies. The County’s rights and remedies under the contract are not exclusive.
- 18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully



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constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.

- 18.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

- 19.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 19.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.
- 19.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.
- 19.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.



19.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:

- a. Comply with any requirement, term, or condition of the contract;
- b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;
- c. Make satisfactory progress in carrying out the work; or
- d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

20. CONTRACT CLAIMS

20.1 Claim Resolution. All claims and controversies shall be subject to the Pinal County Procurement Code.

20.2 Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq.* The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.



This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

Truelite Trace, Inc. d/b/a FleetUp
675 North 1st Street, Suite 1100
San Jose, CA 95112

BY: Mike Goodman
(Name)

BY: Jackson Huynh
(Name)

Chairman, Pinal County Board of Supervisors
(Title)

VP Global Strategy & Operations
(Title)

(Signature)
(Signature)


(Signature)

DATE: 07/03/2024

DATE: 6/18/2024

Approved as to Legal Content:

Ian M. Daranyi
.Digitally signed by: Ian M. Daranyi
CN = Ian M. Daranyi, email = ian.daranyi@pinal.gov, C = US, O = Pinal County Attorney's Office, OU = Civil
Date: 2024.06.19 15:09:34 -07'00'

Pinal County Attorney's Office (Date)



PINAL COUNTY
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Kristen Grieco, Procurement Officer

Date: July 3, 2024

Re: Contract Amendment for RFP #202025 Workforce Development Data Analyst

It is requested the Board approve a contract term extension with The Partnership for Workforce Innovation who provides workforce development data analyst services for the Economic and Workforce Development Department.

The County has spent approximately \$0 on this contract in the last year and the same is anticipated in the next year of the contract. The contract will be kept open in the event a need for these services arises.

The current term of this contract expires on September 29, 2024. The new term, if approved, will begin on September 30, 2024, and will continue through September 29, 2025. After this extension, no further extensions 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: 202025RFP
Amendment #5**
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

202025RFP Workforce Development Data Analyst

Contractor Name: **The Partnership for Workforce Innovation**

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 September 29, 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.

<u>X</u>	<u>X</u> July 3, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	



PINAL COUNTY
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Kristen Grieco, Procurement Officer

Date: July 3, 2024

Re: Contract Amendment for RFP #220726 Public Health Clinic Services

It is requested the Board approve a contract term extension with the following suppliers who provide Public Health Clinic Services for the Public Health Department.

Rebecca N. Strand, RN
Sindy L. Sheldon, MSN, WHNP
Nursis Staffing, LLC

The County has spent approximately \$30,000 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 August 31, 2024. The new term, if approved, will begin on September 1, 2024, and will continue through August 31, 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: 220726RFP
Amendment #3
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Health Clinic Services

Contractor Name: **Sindy L. Sheldon, MSN, WHNP**

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 August 31, 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 July 3, 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: 220726RFP
Amendment #3
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Health Clinic Services

Contractor Name: **Rebecca N. Strand, RN**

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 August 31, 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 July 3, 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: 220726RFP
Amendment #3
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

Public Health Clinic Services

Contractor Name: **Tanique Vaughn of Nursis Staffing, 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 August 31, 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 July 3, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	



PINAL COUNTY
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Eric Zander, Procurement Officer

Date: July 3, 2024

Re: Contract Amendment for RFP #231527 Vehicle and Equipment Parts, Repair, and Services
It is requested the Board approve a contract term extension with the following suppliers who provide Vehicle and Equipment Parts, Repair, and Services for Countywide Departments.

Earnhardt Chevrolet
Earnhardt Ford Company Sales
Houseright & Sons LLC
Napa/Day Auto Supply
Pinal County Autoglass
Rodeo Chrysler Dodge Jeep Ram
Sonsray Machinery

The County has spent approximately \$400,000.00 on these contracts in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expired on October 26, 2023. The new term, if approved will begin on July 3, 2024 continue through October 26, 2024. After this extension, three (3) one-year optional extensions 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,

Eric Zander

Eric Zander CSCP
Procurement Officer
(520) 866-6644
Eric.Zander@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: #231527RFP
Amendment #1
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle & Equipment Parts, Repair, and Services

Contractor Name: **Earnhardt Chevrolet**

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 October 26, 2024.

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 July 3, 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: #231527RFP
Amendment #1
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle & Equipment Parts, Repair, and Services

Contractor Name: **Earnhardt Ford Company Sales**

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 October 26, 2024.

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 July 3, 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: #231527RFP
Amendment #1
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle & Equipment Parts, Repair, and Services

Contractor Name: **Houseright & Sons 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 October 26, 2024.

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.

<u>X</u>	<u>X</u> July 3, 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: #231527RFP
Amendment #1
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle & Equipment Parts, Repair, and Services

Contractor Name: **Napa/Day Auto Supply**

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 October 26, 2024.

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.

<u>X</u>	<u>X</u> July 3, 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: #231527RFP
Amendment #1
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle & Equipment Parts, Repair, and Services

Contractor Name: **Pinal County Autoglass**

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 October 26, 2024.

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 July 3, 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: #231527RFP
Amendment #1
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle & Equipment Parts, Repair, and Services

Contractor Name: **Rodeo Chrysler Dodge Jeep Ram**

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 October 26, 2024.

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 July 3, 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: #231527RFP
Amendment #1
Procurement Officer: Eric Zander
Eric.Zander@pinal.gov

Vehicle & Equipment Parts, Repair, and Services

Contractor Name: **Sonsray Machinery**

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 October 26, 2024.

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 July 3, 2024
Mike Goodman, Chairman	Date
Pinal County Board of Supervisors	



PINAL COUNTY
WIDE OPEN OPPORTUNITY

To: Pinal County Board of Supervisors

From: Lorina Gillette, Procurement Officer

Date: July 3, 2024

Re: Contract Amendment for IFB #240328 Pavement Maintenance Materials

It is requested the Board approve a contract term extension with the following suppliers who provide pavement maintenance materials for the Development Services - Public Works Division:

Holbrook Asphalt
Pavement Restoration
Western Emulsions
Wright Asphalt Products Company

The County has spent approximately \$1,600,000 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 August 1, 2024. The new term, if approved, will begin on August 2, 2024, and will continue through August 1, 2025. After this extension, three (3) one-year optional extensions 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: 240328IFB
Amendment #1**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

Asphalt Maintenance Materials

Contractor Name: **Holbrook Asphalt**

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 August 1, 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 July 3, 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: 240328IFB
Amendment #1
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

Asphalt Maintenance Materials

Contractor Name: **Pavement Restoration, 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 August 1, 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 July 3, 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: 240328IFB
Amendment #1**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

Asphalt Maintenance Materials

Contractor Name: **Western Emulsions**

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 August 1, 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 July 3, 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: 240328IFB
Amendment #1**
Procurement Officer: Lorina Gillette
Lorina.Gillette@pinal.gov

Asphalt Maintenance Materials

Contractor Name: **Wright Asphalt Products Company**

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 August 1, 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 July 3, 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

SHANNON MCHENRY

Request Date

06/25/2024

Requestor Email

SHANNON.MCHENRY@PINAL.GOV

Requestor Extension OR Phone #*

520-866-6227

Department Name

ECONOMIC DEVELOPMENT

Requisition #
Suggested Vendor*

GREATER PHOENIX ECONOMIC COUNCIL

Estimated Yearly Amount*

\$150,000.00

Item/Service to be Purchased:*

GPEC is the only organization that provides regional economic development marketing and promotion to improve the region's (Pinal County) profile, provides industry prospecting, and facilitates regional economic development collaborations.

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

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

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:

Explain:*

GPEC actively works to attract and grow quality businesses and advocate for the competitiveness of Greater Phoenix.

- Other (includes course-specific material):

Supporting Documents Attachment (1)

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

[- Dept: ECONOMIC DEVELOPMENT - Req Dt - Suggested Venor: GREATER PHOENIX ECONOMIC COUNCIL - Vendor](#)

Administration Approval Section

Department Director Approval

Dept Director Approval Name

JAMESSM

Dept Director Response

Approved

Dept Director Approval Date

06/25/2024

Dept Director Approval Comments

Dept Director Denied Comments

Procurement Officer – Review & Recommendation

Procurement Officer Approval Name

DIANEM

Procurement Officer Response

Approved

Procurement Officer Approval Date

06/25/2024

Procurement Officer Review

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

Procurement Officer Approval Comments

GPEC ACTIVELY WORKS TO ATTRACT AND GROW QUALITY BUSINESSES AND ADVOCATE FOR THE COMPETITIVENESS OF GREATER PHOENIX.

Procurement Officer Denied Comments

Procurement Manager Approval

Procurement Mgr Approval Name

ANGELINE WOODS

Procurement Mgr Response

Approved

Procurement Mgr Approval Date

06/25/2024

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 # 54374

Vendor Name Greater Phoenix Economic Council

Execution Date

Retention Date

Denied Information Section

Procurement Officer Denied Queue Comments

July 3, 2024

Date

Mike Goodman, Chairman
Pinal County Board of Supervisors

**GREATER PHOENIX ECONOMIC COUNCIL AND PINAL COUNTY
STRATEGIC ALLIANCE AGREEMENT**

Upon execution (“Effective Date”) by the parties hereto, this agreement shall constitute a STRATEGIC ALLIANCE AGREEMENT (this “**Agreement**”), by and between **Greater Phoenix Economic Council**, an independent 501(c)(3) non-profit corporation with a place of business at 2 N. Central Avenue, Suite 2500, Phoenix, Arizona 85004 (hereinafter referred to as “**GPEC**”), and **Pinal County, Arizona**, with a place of business at 135 N. Pinal Street, Florence, Arizona 85132 (hereinafter referred to as “**Pinal County**” or “**County**”). GPEC and Pinal County are referred herein together as the “**Parties**” and each, individually, as a “**Party.**”

RECITALS

- A. GPEC is a charitable organization that actively works to attract and grow quality businesses and advocate for the competitiveness of Greater Phoenix. As a regional economic development organization, GPEC works with 22 member communities and more than 200 private investors to accomplish its mission and serve as a strategic partner to companies across the world as they expand or relocate.
- B. Pinal County is a governmental body in Arizona that enhances the lives of citizens by providing essential services, such as healthcare and infrastructure maintenance, and by establishing and enforcing laws, among other duties (“**Pinal County Services**”).
- C. Beginning in the 2024–25 fiscal year (on July 1, 2024), Pinal County’s community membership will include two (2) assigned seats on the Board of Directors – one for a County Supervisor and one for an executive from a Pinal County company. When filling the latter private sector board seat, Pinal County will prioritize a company invested in the GPEC mission. Pinal County will have representation on the Economic Development Director’s Team (“**EDDT**”) and the Mayors and Supervisors Council. Subject to Board of Supervisors approval, for this membership, Pinal County will provide an annual contribution of \$150,000.
- D. GPEC plans to provide Pinal County with economic development support focused on marketing Pinal County to generate positive exposure and qualified business/industry prospects, as set forth below (“**GPEC Services**”).
- E. The Parties agree that this contract is being executed for economic development and public purposes; is for the benefit of the public; will allow collaboration amongst other communities; allow access to GPEC analytical data; provide introduction to national site selectors; allow an opportunity to create a regional policy related to economic development; will create economies of scale between Pinal County and GPEC; and will assist in the creation or retention of jobs and

otherwise improve or enhance the economic welfare of the inhabitants of Pinal County.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** When used in this Agreement, the following terms will have the following meanings:

“Confidential Information” means, with respect to a Party, all information concerning or related to the business, operations, financial condition or prospects of such Party (whether prepared by such Party, its representatives or otherwise, and regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form), and will specifically include (without limitation): (i) all information regarding the shareholders, members, directors, officers, employees, customers, suppliers, distributors, sales representatives and licensees of such Party, in each case whether past, present or prospective; (ii) all intellectual property, software, data, databases, designs, inventions, discoveries, trade secrets, processes, techniques, methods, formulae, ideas and know-how of such Party; (iii) all financial statements, audit reports, budgets, and business plans or forecasts of such Party; and (iv) all notes, analyses, compilations, studies, interpretations, or other documents prepared by or for the receiving Party that contain, reflect, or are based upon, in whole or in part, the Confidential Information of the disclosing Party.

The term “Confidential Information” does not include, with respect to a Party, information that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the receiving Party or any of its representatives; (ii) was within the receiving Party’s possession prior to its being furnished to such receiving Party by the disclosing Party pursuant hereto; provided, that the source of such information was not known by such receiving Party to be bound by a confidentiality agreement with, or other contractual, legal, or fiduciary obligation of confidentiality to, the disclosing Party with respect to such information; (iii) becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party; provided, that such source is not bound by a confidentiality agreement with, or other contractual, legal, or fiduciary obligation of confidentiality to, the disclosing party with respect to such information; or (iv) is independently developed by the receiving Party without violating any of the receiving Party’s obligations under this Agreement.

“Effective Date” means the effective date of this Agreement, which shall be the latest date on which any Party executes this Agreement.

“Trade Secrets” means ideas, concepts, know-how, techniques, methods, models, processes, designs, data, software, apparatus, devices, packaging or packaging materials,

techniques, formulations, flow charts, block diagrams, reports, systems, sketches, compositions of matter, discoveries, developments, improvements, and inventions (whether or not patentable), patents, patent applications, works of authorship (whether or not copyrightable), information, algorithms, trade secrets, procedures, notes, summaries, results, and conclusions.

2. Scope of Work.

(a) To facilitate the strategic alliance contemplated in this Agreement, the Parties warrant their ability to provide the scope of work as set forth below. GPEC will provide Pinal County with economic development support focused on marketing Pinal County to generate positive exposure and qualified business/industry prospects for the duration of this Agreement. Pinal County will fund \$150,000, subject to Board of Supervisors approval, for the 2024–25 fiscal year and every subsequent fiscal year for this purpose.

(b) GPEC will engage in the following activities: (1) regional marketing and promotion to improve the region’s (Pinal County’s) business image, (2) industry prospecting to diversify the economy through the attraction and expansion of desirable business and industry in key economic clusters, (3) facilitate regional economic development collaborations to build a strong business climate and develop an effective regional economic development network of organizations with a common vision and mission, and (4) coordinate Foreign Trade Zone (FTZ) requests. The Scope of Work is approved by the Board of Directors at GPEC. The ultimate responsibility for establishing, modifying, and managing the Scope of Work lies with the GPEC Board of Directors. The GPEC Board of Directors will include representation from the Pinal County Board of Supervisors.

(i) Activity 1: Regional Marketing and Promotion: Tasks included in this activity are intended to improve the business image of Pinal County and its unincorporated areas as follows:

- Execute electronic mailings per targeted business clusters and to select location consultants.
- Target key audiences through strategic media placement and digital platforms to enhance Greater Phoenix’s brand and drive lead generation for business attraction.
- Continue a national and international media strategy around promoting the Greater Phoenix market position, including inbound and outbound media visits.
- Execute special events to attract business location decision-makers to Pinal County.
- Carry out national sales trips to reach targeted companies.

- Conduct an evaluation of the industries that make up Greater Phoenix’s base, to align attraction strategies with the industries that will drive the region’s future growth.
- Develop electronic collateral materials to communicate the region’s location advantages in the key Pinal County targeted industries of:
 - Aerospace and Defense
 - Electric Vehicle Technology & Manufacturing
 - Advanced Manufacturing
 - Transportation, Distribution and Logistics
 - Healthcare
 - Natural and Renewable Resources (Mining, Agriculture, Solar)
 - Tourism/Hospitality

(ii) Activity 2: Industry Prospecting: The purpose of this activity is to find new industry prospects and assist local communities in attracting new businesses to Pinal County. Industry prospecting will be a collaborative effort between GPEC’s staff, the GPEC EDDT, and local governments including Pinal County. To generate leads, and assist in the recruitment of new businesses to Pinal County, GPEC will accomplish the following tasks:

- Identify, develop, and register new business prospects interested in establishing operations in Pinal County. GPEC will place all new industry prospects in a computerized database, and track the recruitment effort over time, including that of unincorporated areas.
- Work with the EDDT to focus on recruiting targeted businesses to the region.
- Provide monthly prospect reporting to the EDDT and the GPEC Board of Directors. Pinal County is entitled to have two (2) representatives on the GPEC Board of Directors by July 1, 2024, pending approval of an agreement by the Pinal County Board of Supervisors . No more than one (1) of the representatives of Pinal County may be elected officials.
- Contact site consultants through direct and electronic communications and executive tours.

- Research and monitor emerging industries to target for business attraction.
- Identify and build relationships with the leading international site selection consultants, international trade organizations influencing facility decisions, and with foreign-owned Arizona firms.
- Develop and implement a data analytics model to further refine and improve marketing approaches as well as business attraction strategies.

(iii) Activity 3: Promote and Strengthen Regional Economic Development Cooperation: To improve the region’s competitiveness and cooperative efforts, GPEC will accomplish the following tasks by the end of the contract term:

- Coordinate the GPEC Action Plan with local decision-makers and economic development teams.
- Collaborate with the Arizona Commerce Authority and other state and regional economic development organizations involved with the economic development of the Pinal County region.
- Together with the communities, GPEC will focus on key industry verticals in the Greater Phoenix region and refine the business development team’s abilities to craft relevant narratives for business attraction.
- Engage GPEC stakeholders in regional economic development through the GPEC Ambassador Program and participation in the Arizona Association for Economic Development (AAED).

(iv) Activity 4: Foreign Trade Zone Requests: If requested by Pinal County in writing by email or letter, GPEC will (i) assist and coordinate requests received by Pinal County for Foreign Trade Zone non-object letters and/or site approvals submitted by entities in accordance with the County’s Foreign Trade Zone Guidelines, and (ii) provide an economic and revenue impact summary of proposed Foreign Trade Zone requests.

3. Reporting Requirements.

(a) GPEC will provide Pinal County with an annual performance report prior to September 30, 2024. The annual report shall include the Business Attraction and Performance metrics provided above and shall describe the detailed efforts undertaken to complete Scope of Work activities and progress toward numerical goals. In addition, current monthly measures are

to be provided by email in the form of the *GPEC Connection* monthly on the 15th to all email addresses provided by the County.

(b) In addition, GPEC shall provide a copy of its annual external audit (conducted by an accredited independent auditor) for the fiscal year ending June 30th of the preceding year, to the Pinal County Budget Office upon request.

(c) Business Attraction Performance metrics include, but are not limited to, payroll generated (millions), average high wage salary, number of jobs, number of high-wage jobs, GPEC assists, qualified prospects, and international prospects.

(d) Key Business Attraction Activities include, but are not limited to, sales missions, trade shows, and conferences.

4. Compensation. This is a Strategic Alliance Agreement for economic development services by GPEC and GPEC community membership for Pinal County. For services provided and board membership during the 2024–25 fiscal year, and for each successive year of the renewal of this Agreement, Pinal County, pending Board of Supervisors approval of an Agreement, shall pay GPEC \$150,000 annually.

5. Default. Either Party may suspend, terminate, or modify this Agreement immediately upon written notice to the other Party in the event material breach of contractual obligations; or upon the occurrence of any event which would jeopardize the ability of either Party to perform any of its contractual obligations.

6. Availability of Funds. If any action is taken by any state agency, federal department, or any other agency or entity to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Agreement, the Board of Supervisors may amend, suspend, decrease, or terminate its obligations under or in connection with this Contact. In the event of termination, Pinal County shall be liable to pay for those services rendered before the effective date of termination, provided that such services performed are in accordance with the provisions of this Agreement. Pinal County shall give written notice of the effective date of any suspension, amendment, or termination under this section, but at least ten (10) calendar days in advance.

7. Separate Agreement. In the event the Parties agree to pursue a specific Opportunity, the Parties agree to negotiate in good faith a separate Agreement to respond to such Opportunity, which (once executed) will supersede this Agreement with respect to that specific Opportunity. The Parties acknowledge and agree that, as a part of a Separate Agreement involving a government contract, GPEC will be ultimately responsible for (i) preparing and submitting any bid/proposal with respect to the Opportunity and (ii) acting as the primary interface/point of contact with the governmental agency/contracting officer.

8. Representations, Warranties, and Covenant. Each Party hereby represents and warrants to the other Party as follows:

(a) Such Party has the full legal right and power and all authority required to enter into and to perform according to the terms of this Agreement. This Agreement is duly and validly executed and delivered by such Party, and constitutes legal, valid, and binding obligations of such Party enforceable against such Party in accordance with its terms.

(b) The execution, delivery, and performance of this Agreement by such Party does not and will not (i) conflict with, constitute a default under, or give to others any rights of termination, amendment, acceleration, or cancellation of (with or without notice, lapse of time, or both), any agreement or other instrument or other understanding to which such Party is a party or by which any property or asset of such Party is bound or affected, or (ii) result in a violation of any law, rule, regulation, order, judgment, injunction, decree, or other restriction of any court or governmental authority to which such Party is subject or by which any property or asset of such Party is bound or affected.

(c) No consent, approval, order, or authorization of, nor registration, declaration, or filing with, any government authority, body, or any other party is required by or with respect to such Party in connection with the execution, delivery, and performance of this Agreement by such Party or the consummation of the transactions contemplated herein.

(d) Such Party will comply in its performance hereunder with all applicable federal, state, and local laws, rules, and regulations ("**Laws**"); all applicable pronouncements of all governmental, administrative, and judicial authorities; and all applicable government regulations with respect to the services provided.

(e) To such Party's actual knowledge as of the date of this Agreement, such Party's participation in this Agreement does not interfere with other agreements with any third party.

(f) To such Party's actual knowledge as of the date of this Agreement, such Party is not suspended, debarred, or otherwise excluded from seeking or being awarded a government contract.

(g) Such Party will comply with all registrations and certifications required of the Party to enable the Party to be eligible for and awarded a government contract.

9. Confidentiality; Non-Solicitation. During the term of this Agreement and at all times after the Termination Date, neither Party will (i) use the other Party's Confidential Information, except to perform its obligations under this Agreement, or (ii) disclose the other Party's Confidential Information to any third party, except as authorized in writing by the other Party or as required by applicable Laws.

10. Intellectual Property.

(a) The Parties agree that, as between them, GPEC is the sole and exclusive owner of all rights, intellectual and otherwise, to (i) all Trade Secrets relating to, concerning, or

incorporated in GPEC Services, and (ii) all trademarks, trade names, and trade dress used in connection with the marketing of GPEC Services (collectively, the “**GPEC Intellectual Property**”). Pinal County agrees that, as a result of performing under this Agreement, Pinal County does not acquire any right, title, or interest in any GPEC Intellectual Property.

Solely during the term of this Agreement, GPEC hereby grants to Pinal County a limited, non-exclusive, worldwide, revocable, royalty-free, non-assignable, non-sub-licensable license to use the GPEC Intellectual Property to perform Pinal County’s obligations as expressly set forth in this Agreement; provided, that, prior to any use of such GPEC Intellectual Property, Pinal County must present GPEC with a written proposal showing Pinal County’s desired use.

(b) The Parties agree that, as between them, Pinal County is the sole and exclusive owner of all rights, intellectual and otherwise, to: (i) all Trade Secrets relating to, concerning, or incorporated in Pinal County Services, and (ii) all trademarks, trade names, and trade dress used in connection with the marketing Pinal County Services (collectively, the “**Pinal County Intellectual Property**”). GPEC agrees that, as a result of performing under this Agreement, GPEC does not acquire any right, title, or interest in any Pinal County Intellectual Property.

Solely during the Term of this Agreement, Pinal County hereby grants to GPEC limited, non-exclusive, worldwide, revocable, royalty-free, non-assignable, non-sub-licensable license to use the Pinal County Intellectual Property to perform GPEC’s obligations as expressly set forth in this Agreement; provided, that, prior to any use of such Pinal County Intellectual Property, GPEC must present Pinal County with a written proposal showing GPEC’s desired use.

(c) Each Party covenants and agrees that it will not take or omit to take any action that is in any manner inconsistent with, or tends to diminish or impair, the other Party’s rights as set forth in this Section 10.

11. Term and Termination.

(a) Term. The initial full term of this Agreement will commence on the Effective Date, July 1, 2024 and will continue until the close of the 2024–25 fiscal year on June 30, 2025 (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement will renew, subject to Pinal County Board of Supervisors approval, for successive one (1) year renewal terms (each a “**Renewal Term**”).

(b) Termination. This Agreement is subject to cancellation in accordance with the provisions of A.R.S. § 38-511. Either Party may terminate this Agreement at any time for any reason, with sixty (60) days notice in writing to the other Party (unless terminated because of default or by the Board of Supervisors under Availability of Funds provision). Such notice shall be given by personal delivery or by Registered or Certified mail. This Agreement may be terminated by written agreement of the Parties specifying the termination date therein.

(c) Effect of Termination. Upon termination or expiration of this Agreement, each Party will: (i) immediately cease use of, and remove from such Party's website, all hyperlinks to the other Party's website and all of the other Party's Intellectual Property; (ii) immediately cease use of the other Party's Intellectual Property and Confidential Information; and (iii) promptly (and no later than ten (10) business days after the Termination Date) return or destroy the other Party's Intellectual Property and Confidential Information, and certify that fact in writing to the other Party.

12. Indemnification.

(a) Pinal County will defend, indemnify, and hold harmless GPEC and its affiliates, shareholders, members, officers, directors, employees, representatives, and agents (each a "**GPEC Indemnitee**") from and against any and all claims (including, without limitation, any investigation, action, or other proceeding, whether instituted by a third party against a GPEC Indemnitee or by a GPEC Indemnitee for the purpose of enforcing its rights hereunder), damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) that constitute, or arise out of or in connection with (i) any breach by Pinal County of its representations, warranties, agreements, and covenants hereunder, or (ii) any act by Pinal County constituting gross negligence or willful misconduct.

(b) GPEC will defend, indemnify, and hold harmless Pinal County and its affiliates, shareholders, officers, directors, employees, representatives, and agents (each a "**Pinal County Indemnitee**") from and against any and all claims (including, without limitation, any investigation, action, or other proceeding, whether instituted by a third party against a Pinal County Indemnitee or by a Pinal County Indemnitee for the purpose of enforcing its rights hereunder), damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) that constitute, or arise out of or in connection with (i) any breach by GPEC of its representations, warranties, agreements, and covenants hereunder, or (ii) any act by GPEC constituting gross negligence or willful misconduct.

13. Disclaimer of Warranties. THE GPEC SERVICES REFERENCED IN SECTION 2 ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. GPEC MAKES NO WARRANTY, REPRESENTATION, GUARANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, COMPLETENESS, TITLE, OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE GPEC SERVICES. GPEC DOES NOT REPRESENT, WARRANT, OR GUARANTY THAT: (i) THE GPEC SERVICES WILL BE AVAILABLE AT ALL TIMES UNDER ALL CIRCUMSTANCES; (ii) GPEC SERVICES WILL MEET ANY AND ALL PINAL COUNTY'S OR ANY PROSPECTIVE CLIENT'S REQUIREMENTS OR EXPECTATIONS; OR (iii) GPEC SERVICES WILL GUARANTEE RESULTS OR BE ERROR-FREE.

14. Limitation of Liability.

(a) UNDER NO CIRCUMSTANCES WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY, THEIR RESPECTIVE INDEMNITEES, OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH CLAIM IS BASED (WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (WHICH INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, THE CLAIMS OF THIRD PARTIES, AND/OR INJURY TO PERSONS OR PROPERTY).

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 14(a), BUT SUBJECT TO SECTIONS 9, 10, AND 12, A PARTY'S AGGREGATE MAXIMUM LIABILITY TO THE OTHER PARTY FOR DAMAGES IN CONNECTION WITH LIABILITY-CAUSING EVENTS IN RELATION TO THIS AGREEMENT SHALL BE LIMITED TO ONE THOUSAND DOLLARS (\$1,000.00), AND SUCH LIMITATION IS CUMULATIVE AND NOT PER EVENT OR INCIDENT.

(c) A PARTY MAY NOT ASSERT ANY CLAIM AGAINST THE OTHER PARTY MORE THAN ONE (1) YEAR AFTER SUCH CLAIM ACCRUES, AND THE PARTIES HEREBY WAIVE THEIR RIGHT TO INITIATE ANY INVESTIGATION, CLAIM, ACTION OR PROCEEDING OF ANY KIND WITH RESPECT TO SUCH CLAIM AFTER THE EXPIRATION OF SUCH ONE (1) YEAR PERIOD.

15. Miscellaneous.

(a) Counterparts; Facsimile. This Agreement may be executed simultaneously in one or more counterparts, but all such counterparts taken together will constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or .pdf delivered via email will constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

(b) Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the Parties with respect to the transactions contemplated hereby and supersedes all prior and contemporaneous written and oral agreements, representations and communications between the Parties relating to such transactions. This Agreement may be amended, supplemented, or otherwise modified only by a writing signed by both of the Parties, and any such amendment will be effective only to the extent specifically set forth in such writing.

(c) Equitable Relief. Pinal County acknowledges and agrees that GPEC would be irreparably damaged in the event that any of the provisions of Sections 9 and 10 are not performed by Pinal County in accordance with their specific terms or are otherwise breached, and that money damages would not be a sufficient remedy for such breach. Accordingly, Pinal County agrees that GPEC will be entitled to equitable relief, including an injunction and specific performance, as a remedy for any such breach, without any requirement to post bond or other security or to prove actual damage or harm. Such remedies will not be deemed to be the exclusive

remedies for any such breach but will be in addition to all other remedies available at law or in equity.

(d) Expenses. Except as may otherwise be specifically provided in this Agreement, each Party is responsible for any expenses it may incur in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement.

(e) Force Majeure. Except as otherwise expressly provided in this Agreement, neither Party will be liable to the other Party for any delay in or failure of its performance under this Agreement resulting from any act of God, fire, flood, explosion or other natural disaster, actions or impositions by Federal, state or local authorities, strike, labor dispute, vandalism, riot, commotion, act of public enemies, blockage or embargo or any other cause beyond the reasonable control of such Party (“**Force Majeure**”). Upon the occurrence of any such event that results in, or will result in, a delay or failure to perform, a Party will be relieved from fulfilling its obligations under this Agreement during the period of such Force Majeure event and will provide written notice to the other Party of such occurrence and the anticipated effect of such occurrence.

(f) Governing Law; Consent to Jurisdiction. This Agreement is governed by, and will be construed and enforced in accordance with, the laws of the State of Arizona, without giving effect to any conflict of laws rules. Each Party irrevocably submits to the exclusive jurisdiction of the state courts located in Maricopa County, Arizona. Each Party hereby consents to the personal jurisdiction of, and agrees that venue will lie in, the state courts in Maricopa County, Arizona with respect to any claim or cause of action arising under or relating to this Agreement. Each Party hereby waives any objection based on *forum non conveniens* and waives any objection to venue of any action instituted hereunder. If any legal action or other proceeding is brought in connection with this Agreement, the prevailing Party will be entitled to recover reasonable attorneys’ fees and other costs and expenses incurred in that action or proceeding, in addition to any other relief to which it may be entitled. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(g) Interpretation. If a question of interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Agreement.

(h) No Partnership. Neither Party is an agent, employee, partner, joint venture partner, subsidiary or an affiliated entity of the other Party. Other than as authorized in Section 2, each Party shall bear all expenses, costs, risks, and liabilities it may incur in connection with its obligations and efforts under this Agreement. Nothing in this Agreement shall be construed to grant either Party the right to make commitments of any kind for or on-behalf of the other Party, without the prior written consent of the other Party, except to and only to the extent, if at all, specifically provided in this Agreement. Neither Party has the authority to bind or otherwise control (actual, passive, or negative) the other Party, except in regard to specific marketing activities authorized in writing.

(i) Notices. Any notice, demand, or request required or permitted to be given under this Agreement will be in writing and will be deemed given (i) when delivered personally (including by recognized national courier), (ii) when receipt is confirmed if sent by facsimile, or (iii) three (3) days after deposited in the U.S. mail, first class mail, registered or certified, with postage prepaid, and addressed to the Party at the addresses set forth on the signature page hereof or such other address as a Party may request by notifying the other Party in writing.

(j) Severability. Any provision of this Agreement which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

(k) Successors and Assigns. Pinal County may not assign its rights or delegate or cause to be assumed its obligations hereunder without the prior written consent of GPEC. Any attempted assignment, delegation, or assumption not in accordance with this Section 15(k) will be null and void and of no force or effect whatsoever. The terms and conditions of this Agreement will inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

(l) Survival. These provisions of Sections 1, 8–10, 11(c), and 12–15 hereof will survive any expiration or termination of this Agreement.

(m) Waivers. The due performance or observance by the Parties of their respective obligations under this Agreement will not be waived, and the rights and remedies of the Parties hereunder will not be affected, by any course of dealing or performance or by any delay or failure of any Party in exercising any such right or remedy. The due performance or observance by a Party of any of its obligations under this Agreement may be waived only by a writing signed by the Party against whom enforcement of such waiver is sought, and any such waiver will be effective only to the extent specifically set forth in such writing.

IN WITNESS WHEREOF, each of the Parties has duly executed and delivered this Agreement as of the Effective Date.

GREATER PHOENIX ECONOMIC COUNCIL

By: _____

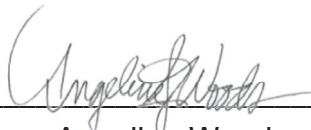
Name: _____

Title: _____

Address for notice:

Chris Camacho
Greater Phoenix Economic Council
2 N. Central Avenue, Suite 2500
Phoenix, Arizona 85004

Pinal County, Arizona

By: 
Name: Angeline Woods
Title: Director, Office of Budget and Finance

Address for notice:

Angeline Woods, Director of Budget & Finance
Pinal County
135 N. Pinal Street
PO Box 1348
Florence, Arizona 85132



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Requisition

Req. Number
161596

Req. Date: 6/4/2021
Page: 1 of 1

Department Contact: AGUIRRE, ISELENA J Phone: - Branch Plant: PW-HUMAN RESOURCES-HURF Fund Source: PUBLIC WORKS/HIGHWAY	Ship to: PUBLIC WORKS- ADMIN OFFICES 140 N. FLORENCE ST BUILDING F FLORENCE AZ 85132	Supplier: DIBBLE & ASSOCIATES 7878 N 16TH STREET, SUITE 300 PHOENIX AZ 85020 Phone: 602 - 957-1155 Fax: -
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Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov	Requested Delivery Date: 6/4/2021 Payment Terms: Net 30 Shipping Terms: FOB Destination
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The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity Pinal County
Contract Number 205926 ROQ
Contract Expiry 3/23/2022

Reference:

Study phase services on the SR 24 Extension and North-South Parkway project from SR 24 Extension, Ironwood Drive to Eastern North-South Highway Alignment North-South Parkway, SR 24 Extension to Arizona Farms Road.

Department Contact: Andrew Smith andrew.smith@pinal.gov

PO emailed to: Tim Wolfe tim.wolfe@dibblecorp.com

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
11.00		LS		Increase line 3 by 499,992.14 for Phase 3	\$0.00	\$499,992.14

Total Order: \$499,992.14

p 602.957.1155 | 3020 East Camelback Road, Suite 201
f 602.957.2838 | Phoenix, AZ 85016

dibblecorp.com

June 13, 2024

Pinal County Department of Public Works
PO Box 727
Florence, Arizona 85132

Attn: Ms. Celeste Garza, CFM, CPM, Assistant County Engineer

**RE: Design Concept Report and Environmental Document
Central Arizona Parkway (Ocotillo Road to Arizona Farms Road)
Change Order No. 3 Scope of Work and Fee Proposal
Pinal County Project No. 60640697 | Pinal County Contract No. 205926ROQ**

Dear Ms. Garza:

Thank you for the opportunity to support Pinal County on the **Central Arizona Parkway** project. Please find enclosed herewith Change Order (CO) No. 3 scope of work and fee proposal for the Design Concept Report (DCR) of the subject project.

The scope of this change order includes the following:

- Initial and Final DCR
- 15% Plans
- Draft and Final Environmental Documents
- Agency Coordination
- Traffic Memorandum Updates
- Preliminary Drainage Memorandum

The elements and tasks of this CO are described in detail within the attached Scope of Work. Our team is prepared to complete the services described herein for a fixed, lump sum fee as summarized below:

Original Contract Amount	\$ 400,000.00
Change Order No. 1 Fee	\$ 255,198.92
<u>Change Order No. 2 Fee</u>	<u>\$ 205,658.59</u>
<i>Total Fee (To Date)</i>	<i>\$ 860,857.51</i>

Change Order No. 3	
Dibble Fee	\$ 167,372.14
Subconsultant Fee (Jacobs)	\$ 315,000.00
<u>Subconsultant Fee (Barnhart Co.).....</u>	<u>\$ 17,620.00</u>
Total CO No. 3 Fee	\$ 499,992.14

Total Contract Fee\$1,360,849.65

Dibble and our subconsultants are prepared to start work immediately upon approval. Please contact us at your convenience with any questions regarding the enclosed documents.



Regards,



Paul Balch, PE
Senior Project Manager

Dibble

Enclosures



Timothy M. Wolfe, PE
Vice President

Dibble

**Pinal County
Public Works Department**

SCOPE OF WORK

Design Concept Report and Environmental Document

Central Arizona Parkway, Ocotillo Road to Arizona Farms Road

Pinal County Contract No.: 205926ROQ

Pinal County Project No.: 60640697

June 13, 2024

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SECTION 1.0 - GENERAL INFORMATION

1.1 Location

Pinal County has identified the need for a new north/south high-capacity roadway facility to accommodate recent and anticipated future development in North Central Pinal County. The Central Arizona Parkway (CAZP) will span from the interchange with the extended SR 24 freeway near the Central Arizona Project (CAP) canal at the northern terminus to Arizona Farms Road at the southern terminus. The total corridor length is 14.1 miles long. The corridor has been divided into two segments:

- CAZP Northern Segment: Interchange with SR 24 to Ocotillo Road (3.7 miles)
- CAZP Southern Segment: Ocotillo Road to Arizona Farms Road (10.4 miles)

This DCR will develop and evaluate potential roadway corridors for the Southern Segment in order to provide the County with a recommended alternative. The DCR will include evaluating the immediate crossroad intersections south of Skyline Drive. North of Skyline Drive to Ocotillo Road, grade separated traffic interchanges will be designed to provide access to / from the access-controlled facility at roughly 2-mile intervals.

The total study area covers approximately 10.4 miles of roadway corridors.

A location map is included in **Appendix A**.

The study corridor is located entirely within Pinal County and passes through portions of the Town of Queen Creek. The corridor also passes through Arizona State Trust Land and approaches the Army National Guard property.

Under a separate Task Order, the County will be studying future segments of the SR 24 corridor from Ironwood Road and extending east to US 60, as well as the northern segment of the CAZP described above.

1.2 Description

Pinal County, in cooperation and coordination with cities and towns, completed the Regionally Significant Routes for Safety and Mobility (RSRSM) study in 2008. That Study defined a transportation network that will provide connectivity in Pinal County. This long-range regional transportation network identified the need for a facility that safely handles the projected high east-west and north-south travel demands within the study area.

Several additional studies identified the need for high-capacity transportation corridors within the same area of Pinal County. These studies include:

- Pinal County Small Area Transportation Study (Aug. 2006)
- Gila River Indian Community Multimodal Pedestrian Safety Study (Dec. 2014)
- Queen Creek Transportation Master Plan (Dec. 2016)
- San Tan Valley Special Area Plan (Oct. 2018)
- Florence Transportation Planning Study (Feb. 2020)
- Pinal County Comprehensive Plan (Jan. 2021)
- Town of Queen Creek & Pinal County Small Area Transportation Study (Dec. 2021)
- Heritage Road Design Concept Report Study (Jun. 2022)

The Southern CAZP Design Concept Report (DCR) is a conceptual-level design effort that identifies a solution that provides a better understanding of the potential impacts, mitigation, coordination, scheduling, and costs associated with development and construction of the corridor.

The work under this project will include the preparation of an Initial and Final DCR, and a Draft and Final environmental documentation that meets the evaluation and documentation requirements of the National Environmental Policy Act (NEPA).

It is anticipated that ultimately an Environmental Assessment (EA) and associated decision document (e.g., Finding of No Significant Impact) will be required. Public involvement, agency coordination, and developer and stakeholder coordination will be maintained throughout the project duration to build consensus among local communities, agencies, and stakeholders.

With no federal nexus to encourage federal agencies and partners to support a full NEPA document at this time, preliminary scoping through initial site assessments will be documented in a NEPA Planning Environmental Linkages (PEL) document.

The following general tasks will be performed and documented in the final reports and studies:

1. Develop the Initial and Final DCR based on the following engineering tasks:
 - a. Evaluation of the full impacts of the corridor improvement alternatives on right of way, the construction of traffic interchanges (TI), hydrology and hydraulics of drainage features, and corresponding approach roadways, crossroads, and frontage roads, if necessary.
 - b. Appropriate geometric configurations based on capacity, level of service, horizontal and vertical clearance, safety, constructability, and other general design criteria.
 - c. Develop access guidelines for the corridor that include access type, access spacing, and recommend future access locations.
2. Prepare Draft and Final Environmental Overview (EO) and Planning and Environmental Linkages (PEL) documents.
3. Facilitate coordination to build consensus among agencies and stakeholders.
4. Prepare updates to the existing Traffic Report already developed under a separate contract, in the form of a traffic memo addressing the specifics of this corridor.
5. Prepare an Initial Drainage Report with sufficient detail to provide sizing of cross-drainages to support alternatives.

The work effort shall include duties consistent with the Arizona Department of Transportation (ADOT) procedures for DCR Studies and Environmental Studies. This work will include data collection and analysis of several topics as outlined above.

The DCR shall consider staging, traffic control, right-of-way requirements, drainage features, and local access. The project will include preliminary evaluation and design of bridges or other structures.

This scope of work will include developing 15% conceptual plans for the ultimate facility (two to three lanes in each direction). However, it is understood that an interim facility will be constructed initially, which will include two lanes in each direction with no structures for the traffic interchanges. The ultimate ramps will be constructed and used as the mainline, which is similar to the existing SR 24 configuration from State Route 202 to Ironwood Road.

Final design, NEPA, post design, and construction administration services are not included in this scope of work.

1.3 Purpose

The purpose of this project is to improve the safety, mobility and connectivity of the cities, towns, and Pinal County transportation networks. This project shall remain sensitive to environmental concerns and mitigation requirements of the EO, PEL document and future NEPA document and shall rely on cooperation, coordination, and support from project stakeholders.

The ultimate improvement project could be constructed under multiple contracts. The DCR will include an implementation plan that identifies the number and recommended schedule of construction projects.

1.4 Programming

The southern CAZP construction project has not been budgeted by any of the local agencies' Councils or Board. The results of this study will determine an estimated construction cost which will be forwarded to Councils and Boards for inclusion in their respective Capital Improvement Programs.

1.5 Organization

Pinal County Public Works Department will manage the DCR project.

1.6 Length of Services

The length of service for this project is estimated to be 150 calendar days from notice to proceed and includes all reviews and stakeholder coordination. The initial report will be submitted to the County for review by the end of September, 2024.

1.7 Project Deliverables

Listed below are the project deliverables identified for this project:

- Traffic Memo
- Preliminary Drainage Memo
- Initial DCR
- Final DCR with 15% plans
- Draft and Final EO
- Draft and Final PEL

1.8 Schedule

Within two weeks of the NTP, the consultant shall develop a schedule for the completion of activities necessary for delivering the project in the 150 calendar days described in Section 1.6. The plan shall include a list of activities and estimated durations.

1.9 Responsibility Chart

Appendix B includes a chart indicating the division of responsibilities between the consultant, the County, and other stakeholders. This chart is intended as a "checklist" in the event of conflict the written Scope of Work shall take precedence.

SECTION 2.0 – AERIAL TOPOGRAPHY AND MAPPING

Aerial topography and mapping has been performed previously under this contract for the following three corridors:

- Northern alignment of SR 24 Extension (Frye Road) from Ironwood Road to the CAP
- CAZP from the SR 24 Extension to Ocotillo Road
- Germann Road from Kenworthy Rd to the CAZP

SECTION 3.0 – DESIGN CONCEPT REPORT (DCR) [DIBBLE & JACOBS]

Consultant shall be responsible for the technical studies, field investigations, agency coordination and public involvement tasks necessary to define the parameters and activities necessary for the development of the Southern Segment of the CAZP.

The Consultant shall prepare an Initial and Final DCR. The DCR will document the proposed design criteria, alternative alignments, typical sections, access control, etc., within the corridor. The alternative recommendations will be supported by the results of the environmental review, results of the agency and public scoping meetings, community and stakeholder input, design criteria, initial drainage evaluation, initial traffic analysis, utility and right-of-way information, and other information of record.

The result of this effort will provide a comprehensive DCR intended to reach resolution of numerous topics including:

- Purpose and Need
- Project Objectives
- Characteristics of the Corridor
- Traffic and Accident Analysis
- Location Analysis
- Design Concept Alternatives
- Major Design Features of the Recommended Alternative
- Itemized Cost Estimates for the Recommended Alternative
- Implementation Plan

The consultant will utilize topographic mapping and the DTM performed previously under a separate contract for all study horizontal and vertical mapping needs.

3.1 Characteristics of the Corridor [DIBBLE & JACOBS]

The Consultant shall be responsible for evaluation of the existing features along the DCR alternative alignments. This evaluation shall include the following:

- Documentation of the existing pavement widths for intersecting arterials south of Ocotillo Road. The evaluation of the existing pavement sections shall be based on a review of available, existing as-built plans and existing geotechnical and pavement reports. This information will be provided in tabular summary tables.
- Existing lane and shoulder widths shall be identified and documented in the DCR. An existing pavement typical section evaluation shall include identification of sections with curb and gutter, sidewalk, and additional cross-sectional roadway features. Graphical typical sections shall be included in the report.
- Identification of existing roadway design speeds. The design speeds shall be based on current AASHTO “Green Book” criteria. This shall include documentation of existing posted speeds and calculations of existing design speed based on the existing roadway geometry.
- Existing horizontal and vertical curves shall be described for the match point of the Northern Central AZ Parkway connection at Ocotillo Road.
- A description of the existing right-of-way shall be included. The minimum and maximum right of way widths shall be documented, and the type of right-of-way, easement or deed shall be identified. This information shall be based on existing Pinal County Assessors information and ownership.
- The drainage characteristics of the corridor shall be described. Any watersheds, drainages, or waterways within or adjacent to the project shall be identified. A description of all drainage and irrigation facilities within or adjacent to the project shall be included. If there are any agencies or other authorities responsible for the drainage or irrigation facilities, they shall be identified.
- The total number and type of existing drainage structures (bridges, pipes, and concrete box culverts) shall be included.
- The future land use proposed for the area shall be identified and described.

The Consultant shall prepare a project location and vicinity map and other graphics, tables, and charts adequately describe the existing characteristics of the corridor.

3.2 Update Traffic Analysis [JACOBS]

3.2.1 Future Conditions

The future forecasting for this DCR will consist of the following tasks.

- Coordinating with MAG to facilitate the development of traffic models needed for the project.
- Developing daily and design hour traffic data for the parkway mainline and project Traffic Interchanges (TIs) and/or intersections along the Central Arizona Parkway between Ocotillo Road and Arizona Farms Road for the

opening, and design years. Traffic data includes developing volumes for movements at intersections utilizing NCHRP accepted procedures and;

- Preparation of the narrative for the DCR. The Consultant will provide narrative related to development of the traffic data including text and figures detailing population, transportation, land use and socioeconomic assumptions. The Consultant will develop lane diagram exhibits illustrating the traffic data along the project area.

3.2.2 Traffic Analysis

A VISSIM Traffic Operations Model has been previously developed for the roadway network (SR 24 and Central Arizona Parkway), within the project limits, to analyze the opening year and future traffic volumes under the opening and future No-Build and Build conditions. Updates to the model are included with this task for incorporating new developments as part of evaluating the preferred alternative. Synchro software will be utilized for the TI intersection analysis and to develop the lane configuration at the TI intersections. Under the Build scenario the modeling will be limited to the one (1) preferred alternative. It will be analyzed with the existing and projected traffic volumes to determine the performance measures including Level-of-service; Queues, Delays, Density, Speed etc. The analysis scenarios include:

- **Opening year (2025): Mainline, Ramps, Merge/Diverge areas, TI intersections**
 - AM peak – Opening Year Traffic Volumes and 2025 Geometry
 - PM peak - Opening Year Traffic Volumes and 2025 Geometry
- **No-Build Conditions (2050): Mainline, Ramps, Merge/Diverge areas, TI intersections**
 - AM peak – 2050 Projected Traffic Volumes and Existing Geometry
 - PM peak - 2050 Projected Traffic Volumes and Existing Geometry
- **Build Conditions (2050): Mainline, Ramps, Merge/Diverge areas, TI intersections (1 alternative)**
 - AM peak – 2050 Projected Traffic Volumes and Future Geometry
 - PM peak - 2050 Projected Traffic Volumes and Future Geometry

3.2.3 Traffic Memorandum

In support of the DCR, an updated Traffic Memo will be prepared to document the traffic conditions, data, and analyses from the DCR. The deliverables for this task will include an Initial and a Final Traffic Memo.

3.3 Design Concept Alternatives [DIBBLE & JACOBS]

There are several anticipated alternatives for the Parkway south of Skyline Drive that will be evaluated in the DCR. The alternatives will be fully evaluated to identify the alternative that best meets the purpose and need for the project. The work shall include a full description of each alternative and document the alignment impacts.

The advantages and disadvantages of each alignment alternative corridor will be discussed. A matrix will be prepared to comparatively evaluate each alternative. The evaluation criteria may include:

- Current and future land use
- Right-of-way
- Environmental
- Cost
- Constructability
- Traffic Control
- Safety
- Capacity / Level of service
- Drainage / Floodplains
- Earthwork
- Utilities
- Structures
- Socioeconomic considerations
- And potential design exceptions

3.4 Major Design Features of the Recommended Alternative [DIBBLE & JACOBS]

The following items shall be evaluated and included in the analysis of the recommended alternative:

3.4.1 Design Criteria [DIBBLE]

The Consultant shall include a list of the design controls proposed for the recommended alternative. The following design criteria shall be listed in tabular form:

- Project design year
- Design speeds
- Geometric controls
- Side slope standards
- Superelevation
- Maximum degree of curvature
- Maximum longitudinal grade
- Typical section requirements
- Roadway widths
- Lane widths
- Shoulder widths
- Type of access control
- Right-of-way width

3.4.2 Horizontal and Vertical Alignments **[DIBBLE & JACOBS]**

The Consultant shall describe the horizontal and vertical alignments for the recommended alternative. This shall include stationing of the alignments and geometric data sheets with curve data listed.

3.4.3 Access **[DIBBLE & JACOBS]**

Based on a review of the property ownership data from the Pinal County Assessors database, existing and future land use, and other data, the Consultant will prepare a recommended access control plan for the corridor. The locations of proposed intersections, grade separations, interchanges, median breaks, and turnouts will be shown on the conceptual plans. Access requirements for recreation, property, and businesses abutting both existing and new right-of-way will be considered based on the recommended facility type and access control requirements. Local jurisdictions and County Planning and Zoning will be consulted during this process.

3.4.4 Right-of-Way **[DIBBLE]**

The Consultant will determine the right-of-way that will be required to implement the project and assess the costs associated with such acquisitions, and will:

- Identify preliminary areas of right-of-way acquisition
- Summarize right-of-way impacts in tabular form including:
 - Assessor's parcel number
 - Record owner contact information per County Assessor's records
 - Approximate area of each acquisition (acre)
 - Estimate the cost per parcel (based on land or structure unit price analysis). No formal appraisals will be completed as part of this SOW.
 - Summarize the anticipated right-of-way costs for the project

3.4.5 Drainage **[DIBBLE]**

The Consultant will prepare a Preliminary Drainage Memorandum for the corridor study area using existing available studies and data, limited field review, existing mapping, and existing hydrology models. It is anticipated that no new hydrology will be required.

3.4.5.1 Off-Site Drainage

- Determine the existing off-site concentration points and flow magnitudes for the 100-year storm event using existing data and studies.
- Based on existing data, assess the impacts of the project on the regional drainage patterns.
- Based on existing data, confirm existing and future drainage conditions with County and local agency staff, including discharges for all pertinent drainage systems and existing flow patterns.
- Assess possible drainage problems, identify possible solutions and propose tentative hydraulic improvements. Upon confirmation by the County that the project hydrology is correct, the consultant shall

conduct a preliminary hydraulic analysis to determine the extent of off-site drainage improvements that may be necessary.

- The Preliminary Drainage Memo will address preliminary channel locations and sizes, preliminary major culvert locations and sizes, preliminary regional detention/retention basin locations and sizes.
- No new hydrology will be developed, using only the information provided from previous, accepted studies in the area.

3.4.5.2 On-Site Drainage **[DIBBLE & JACOBS]**

The Consultant shall conduct a preliminary assessment of the on-site drainage patterns. The Consultant will prepare an analysis of a collection and disposal system for the roadway drainage. The on-site drainage analysis shall confirm that no adverse or increased flows or changes to the off-site and surrounding area will take place as a result of this improvement and construction.

The Consultant shall document and photograph all existing drainage problems, evaluate recommended solutions, and ensure existing conditions are not impacted by proposed roadway improvements. An office review meeting and a field review of these findings may be necessary.

The consultant shall document the drainage problems, design approaches, solutions, and final hydraulic structure requirements in a Preliminary Drainage Memo and summarized in the DCR.

3.4.6 Geotechnical **[DIBBLE]**

The consultant will use information from the completed SR 24 freeway project to approximate a pavement section for the preferred alternative. Field investigations including borings, soil samples, or laboratory testing are not included in this scope of work.

3.4.7 Constructability and Traffic Control **[DIBBLE & JACOBS]**

The Consultant shall consider constructability and traffic control in the development of the preferred alignment. Challenges anticipated with the preferred alternative will be addressed in the report for consideration during final design. No traffic control plans or concepts are included in this scope of work.

3.4.8 Intersections **[DIBBLE & JACOBS]**

The Consultant shall evaluate traffic interchanges, intersections, and grade separation geometrics for the preferred alternative as part of the Traffic Report. This shall include an initial assessment of the horizontal and vertical alignments and grading limits to determine potential right-of-way requirements. Intersection layout concepts will be included for the preferred alternative.

3.4.9 Utilities **[DIBBLE]**

Utility coordination will be performed to map existing utilities and evaluate the DCR alternatives. Additional coordination will be conducted with utility agencies to identify conflicts and to refine the relocation concept for the preferred alternative in the DCR. Prior rights documentation will be investigated. The potential relocation costs shall be used in the cost estimating for the DCR alternatives and used in the evaluation process.

3.4.10 Structures **[JACOBS]**

The Consultant will identify and evaluate the need for new bridge structures for the corridors. A maximum of three potential service TIs are included for the corridors, including CAZP/Ocotillo, CAZP/Combs, and CAZP/Skyline. No separate wildlife crossings are anticipated. The Consultant will follow ADOT Bridge Practice Guidelines in developing concepts for bridges and structures. The Consultant shall recommend structure types and depths to the extent necessary to develop roadway concepts. The DCR will identify type, size, and location required for preliminary cost comparisons and as a part of the study.

3.4.11 Environmental Evaluation **[JACOBS]**

The Consultant shall document in the DCR the environmental summary from the Environmental Document prepared under Section 4.0.

3.5 Itemized Cost Estimate **[DIBBLE & JACOBS]**

The Consultant shall prepare a cost estimate for the recommended alternative. The cost estimates shall include the following:

- Design services (PS&E)
- Order of magnitude right-of-way costs
- Joint project agreement costs with other agencies
- Prior rights utilities relocation costs, based on Utility feedback.
- Construction costs
- 20% contingency for construction items
- Construction administration

3.6 Land Use Planning **[DIBBLE]**

The Consultant will identify potential remnant parcels of right-of-way in the project area. The Consultant shall identify those areas early in the DCR process to allow for meaningful dialogue amongst agency staff and interested stakeholders. Agency staff will determine final land uses for these parcels and the Consultant will document these in the DCR. This work shall include:

3.6.1 Identify Potential Land Uses

The land use inventory efforts and potential land uses will include:

- Collect and map land use information in accordance with current City and County Zoning and General Plans
- Highlight necessary acquisition

3.7 Aesthetic Treatments and Landscaping

No aesthetic or landscaping concepts are included in this scope of work.

3.8 Initial DCR Report [DIBBLE & JACOBS]

The Consultant will prepare an Initial DCR. The following is an outline of the report requirements:

- Cover Sheet
- Title Page
- Table of Contents
- Executive Summary
- List of Tables
- List of Figures
- Introduction
 - Forward
 - Need for Project
 - Project Objectives
 - Characteristics of the Corridor
 - Description of the Project
 - Location and Vicinity Maps
- Traffic and Accident Data
 - Traffic Analysis
 - Traffic Data
 - Traffic Operational Analysis
 - Accident Analysis
 - Data Source
 - Accident Data
 - Review of Accident Data
- Design Concept Alternatives
 - Introduction
 - Design Concept Alternatives Considered and Discontinued
 - Design Concept Alternatives Studied
 - Evaluation of Alternatives
 - Conclusions
- Major Design Features of the Recommended Alternative
 - Introduction
 - Design Criteria
 - Horizontal and Vertical Alignments
 - Access
 - Right-of-Way
 - Drainage
 - Floodplain Considerations
 - Section 404 of the Clean Water Act (recommendations for further action only)
 - AZPDES Permit (recommendations for further action only)
 - Geotechnical Considerations (recommendations for further analysis only)
 - Constructability and Traffic Control Considerations
 - Intersections, Interchanges, and Grade Separations
 - Utility Considerations
 - Structures

- Social, Economic and Environmental Considerations
- Environmental Mitigation Requirements
- Itemized Cost Estimate for the Recommended Corridor
- Implementation Plan
- Appendices
 - Cost Estimates for Other Alternatives
 - Exhibits of Alternatives Considered
 - 15% Plans of the Recommended Corridor

3.8.1 Distribution

- Pinal County
- ADOT
- FHWA
- Town of Queen Creek
- Arizona State Land Department

3.9 Final DCR Report [DIBBLE & JACOBS]

The Consultant shall prepare the Final DCR for signature and distribution. The report shall document the selection of the alternative to be programmed for construction and shall include refinements of the information developed in the Initial DCR and modifications resulting from review comments and public comment. The Consultant shall submit the report sealed by an Arizona-registered Professional Engineer.

3.9.1 Distribution

- Pinal County
- ADOT
- FHWA
- Town of Queen Creek
- Arizona State Land Department

3.10 Change of Access Report

By contract amendment if required by ADOT and FHWA.

SECTION 4.0 – ENVIRONMENTAL OVERVIEW & PLANNING AND ENVIRONMENTAL LINKAGES QUESTIONNAIRE / CHECKLIST [JACOBS]

The following tasks are included.

4.1 Environmental Overview (EO)

- Confirm study limits
- Update data
- Finalize EO

4.1 Planning and Environmental Linkages Questionnaire and Checklist (PEL)

- Prepare PEL will be based on the information that was developed for the EO and public involvement activities already conducted. Additional studies and public

outreach have not been included but can be added under a modification to this scope of work.

SECTION 5.0 – 15% ENGINEERING DESIGN [DIBBLE & JACOBS]

This scope of work will include producing 15% concept plans and include adding new roadway and drainage improvement plans as follows:

- Southern CAZP from Ocotillo Road to Arizona Farms Road
- Ocotillo Road, Combs Road, and Skyline Drive TIs (Full TIs)
- Utilities & Existing Conditions Sheets

SECTION 6.0 – AGENCY & PUBLIC INVOLVEMENT [BARNHART CO.]

Information has been presented to the public through a variety of formats for this project to date. Barnhart Company provided their full original scope of work for agency and public involvement support that was included in Change Order No. 2. However, the full fee corresponding to that scope of work was not included in Change Order No. 2. This Change Order includes the balance of the original fee not included in Change Order No. 2. No additional agency and public involvement support by Barnhart Company is included in this Change Order No. 3.

As the NEPA process is not known at this time, additional public outreach is NOT included in this scope of work.

SECTION 7.0 – PROJECT MANAGEMENT AND COORDINATION [DIBBLE]

As part of the design concept effort, ongoing project coordination and management activities will be conducted.

7.1 Project Management

Consultant will conduct the following project management and coordination activities. The Consultant will be responsible for providing project administration and management services in accordance with the general requirements for this project. The Consultant will set up and maintain a project ShareFile site for project file transfers between the study team members.

The Consultant will provide monthly progress reports, submit monthly invoices, and provide oversight to ensure all deliverables are in compliance with this Scope of Work.

7.2 Project Schedule

The consultant shall develop a plan for the completion of activities necessary for delivering the project in a timely manner consistent with the length of service described in Section 1.6. The plan shall include a list of activities, estimated duration and resources as well as other information as appropriate. The Consultant shall prepare, submit, and maintain an updated project work schedule in Gantt Chart (bar chart) form. The schedule shall identify key meetings, delivery, and review times. Each review time shall be shown as 21 days unless otherwise advised by the Pinal County Project Manager. The Consultant shall update the project schedule as necessary for it to accurately represent project progress and to realistically forecast scheduled submittals.

7.2.1 Project Schedule

The consultant shall provide a schedule in Gantt Chart form. It shall include the milestones identified in the project scope of work. An initial schedule shall be submitted with the Project Work Plan within six weeks of the notice to proceed. The schedule submitted shall be customized to reflect the needs of the project. Any work elements for which Pinal County has responsibility shall be included in the schedule.

7.2.2 Project Schedule Updates

Revisions to the schedule will be submitted to the Pinal County project manager monthly for approval. If the milestones show negative float, the consultant shall include a narrative of corrective solutions to put the schedule back on time for delivery.

7.3 Monthly Project Team Meetings [DIBBLE & JACOBS]

The consultant shall attend regularly scheduled monthly progress meetings at a location conducive to Pinal County. It is anticipated that Pinal County, the Town of Queen Creek, ADOT and FHWA will be represented on the project team. The consultant shall record notes of the progress meeting. The notes shall be distributed to the team within ten calendar days of the meeting. It is anticipated that eight monthly meetings will be required.

7.4 Internal Team Meetings [DIBBLE & JACOBS]

The consultant shall hold bi-weekly internal project coordination meetings. The meetings will focus on general coordination activities between the consultant team members. The meetings will include schedule updates, coordinate technical issues, coordinate deliverables, etc. It is anticipated that eight internal team meetings will be required.

SECTION 8.0 - DESIGN REFERENCES

The Consultant is responsible for designing in accordance with the applicable documents, current revisions, amendments, and supplements. The following documents were produced for this project and will be available to the selected design Consultant.

8.1 Roadway Design References

Similar to the northern parkway, the CAZP will likely remain a Pinal County facility after construction but will be designed to ADOT freeway standards.

The governing design references will be:

- A. Design references developed and published by ADOT, as listed in the ADOT Project Development Process Manual and the ADOT Roadway Design Guidelines.

Pinal County references and publications shall control the work, and any necessary supplementation should be provided in appropriate AASHTO and /or FHWA references.

The Pinal County project manager will provide guidance and direction with respect to these references.

8.2 Structural References

The governing design references for structures:

- A. Arizona Department of Transportation (ADOT): Structures Section Standard Drawings, current edition
- B. AASHTO: Standard Specifications for Highway Bridges, current edition with revisions
- C. ADOT: Standards Specifications for Road and Bridge Construction, current edition
- D. ADOT: Bridge Design and Detailing Manual, current edition

SECTION 9.0 - DESIGN CRITERIA

Design of this project will be guided by the basic design criteria listed below. These design criteria will serve as the basis for referencing the project design standards and guidelines referenced in this scope of work.

9.1 Supplemental Design Criteria

The design criteria listed in this section may be supplemented by project design memorandums provided by Pinal County during the project.

9.2 General Criteria

9.2.1 Overall Design Criteria

- a. Design Year - [2050]
- b. Design Speed - [55 mph freeway, 45 mph surface street]
- c. Pavement Design Life - [20 years]

9.2.2 Geometry

In accordance with roadway design guidelines, the following are specific criteria to be used.

- a. Slope Guidelines: [Std. C-02 Series]
- b. Maximum Gradient: [6%]
- c. Minimum Vertical Clearance: [16'-6"]
- d. Maximum superelevation: [0.06 ft./ft.]

9.2.3 Widths

- a. Number of Traffic Lanes: [4 Interim, 6 Ultimate]
- b. Traffic Lane – [12 ft.]
- c. Shoulder – [6 ft. inside, 10 ft. outside]
- d. Median – [46 ft. typical]
- e. Intersecting/Side Roadway Widths – [N/A]

9.2.4 Drainage

Design Frequency

- a. Pavement – [10 years]
- b. Cross Culverts – [50 years]
- c. Bridges – [50 years]
- d. Medians – [50 years]
- e. Storm Drain – [10 years]
- f. Channels – [50 years]

Other Drainage Criteria

- g. Curb and Gutter Type – [N/A]
- h. Maximum Velocity – [Evaluate erodibility of native soil]
- i. Minimum Velocity – [Evaluate deposition of soil]
- j. Allowable Headwater – [To within three inches of lowest elevation of top of pavement]
- k. FEMA Considerations – [Evaluate per ADOT Roadway Design Guidelines]
- l. Erosion Control – [To be determined per HEC-14 and HEC-15]
- m. Pavement Drainage – [Evaluate per HEC-12]

9.2.5 Traffic

- a. Signing Permanent [MUTCD]
- b. Signing Temporary [MUTCD]
- c. Signalization [ADOT Traffic Signal and Lighting Standards]

9.2.6 Other Features

- a. Guardrail/Barrier Type – [Std]
- b. Fencing Type – [Std]
- c. Cattle Guards – [Std]
- d. Cattle/Game Crossings – [N/A]
- e. Retaining Walls – [ADOT Std]
- f. Sound Barrier Walls – [Std or retaining wall systems (if appropriate)]

SECTION 10.0 – FINAL ENGINEERING DESIGN

To be completed under a separate scope of work.

SECTION 11.0 – CONTRACT ADMINISTRATION

The work completed by the Consultant shall be administered in accordance with the Consultants approved contract with Pinal County.

APPENDIX A Location Map



APPENDIX B
Responsibility Chart

- A. AERIAL MAPPING (N/A)**
- B. CONTROL SURVEYS (N/A)**
- C. ENVIRONMENTAL (Consultant)**
 - 1. EO
 - 2. PEL
- D. MATERIALS INVESTIGATION (N/A)**
- E. DESIGN TRAFFIC DATA (Consultant)**
 - 1. Gather Statistics
 - a. 2-Way ADT
 - b. Turning Movements
 - c. 24 Hour Traffic Counts
 - 2. Prepare Traffic Data Sheets
 - 3. Prepare Traffic Analysis
 - 4. L.O.S. Analysis
 - 5. Traffic Control Device Plan
- F. RIGHT-OF-WAY (N/A)**
- G. CONSTRUCTION PLANS (15%, Consultant)**
 - 1. Roadway Plans
 - 2. Drainage Concept
 - 3. Bridge Layout
- H. SECTION 404 PERMIT (N/A)**
- I. UTILITY (Consultant)**
 - 1. Utilities Conflict Identification
 - 2. Prior Rights Information
- J. COST ESTIMATES (Consultant)**
 - 1. Prepare Construction Cost Estimates
 - 2. Prepare Right-of-Way Cost Estimates
- K. SPECIAL PROVISIONS (N/A)**
- L. CONTRACTS AND SPECIFICATIONS PROCESS (N/A)**

Exhibit B
Consultant Fee Schedule

PINAL COUNTY
Public Works Department

CHANGE ORDER NO. 3, DESIGN CONCEPT REPORT & ENVIRONMENTAL DOCUMENT
Central Arizona Parkway (Ocotillo to Arizona Farms Road)
Pinal County Project No. 60640697 | Pinal County Contract No. 205926ROQ
CONSULTANT/SUBCONSULTANT FEE PROPOSAL SUMMARY

LABOR BREAKDOWN:

Classification	Hours	Billing Rate	Cost
Project Manager	140	\$ 181.89	\$ 25,464.60
Senior Engineer	252	\$ 165.85	\$ 41,794.20
Project Engineer	440	\$ 157.91	\$ 69,480.40
Assistant Engineer	110	\$ 104.53	\$ 11,498.30
Designer	144	\$ 111.21	\$ 16,014.24
Administrative Professional	18	\$ 102.80	\$ 1,850.40
Total Hours	1,104		\$ 166,102.14

DIRECT EXPENSES BREAKDOWN:

Mileage	\$ 980.00
Reproduction	\$ 290.00

SUBTOTAL, DIRECT EXPENSES:

\$ 1,270.00

SUBCONSULTANTS:

Jacobs	\$ 315,000.00
Barnhart Company	\$ 17,620.00

SUBTOTAL, SUBCONSULTANTS:

\$ 332,620.00

ALLOWANCES:

None	\$ -
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SUBTOTAL, ALLOWANCES:

\$ -

TOTAL LUMP SUM FEE (CHANGE ORDER NO 3):	\$ 499,992.14
--	----------------------



Signature

6/13/2024

Date

Vice President, Dibble

Title

PINAL COUNTY
Public Works Department

CHANGE ORDER NO. 3, DESIGN CONCEPT REPORT & ENVIRONMENTAL DOCUMENT
Central Arizona Parkway (Ocotillo to Arizona Farms Road)
Pinal County Project No. 60640697 | Pinal County Contract No. 205926ROQ

DIBBLE STAFF - HOUR MATRIX

		Project Manager	Senior Engineer	Project Engineer	Assistant Engineer	Designer	Admin	Total Hours
3	DESIGN CONCEPT REPORT (DCR) (DIBBLE)							
	3.1 Characteristics of the Corridor (Jacobs)							
	3.2 Update Traffic Analysis (Jacobs)							
	3.3 Design Concept Alternatives	8	16	24				48
	3.4 Major Design Features of the Recommended Alternative							
	3.3.1 Alternatives Description							
	3.3.2 Alignment Impacts							
	3.3.3 Advan / Disadvan Matrix							
	3.3.4 Evaluation							
	3.3.5 Conclusion							
	3.4 Major Design Features of the Recommended Alternative							
	3.4.1 Design Criteria	2	8	24				34
	3.4.2 Horizontal and Vertical Alignments							
	3.4.3 Access Control Plan							
	3.4.4 Right-of-Way	2	4	16				22
	3.4.5 Drainage							
	3.4.5.1 Off Site Drainage		16	40				56
	3.4.5.2 On-Site Drainage	4	16	40				60
	3.4.5.3 Capacity Analysis		24	80				104
	3.4.5.4 Hydrology Report		8	60				68
	3.4.5.5 Hydraulics Report		8	40				48
	3.4.6 Geotechnical	4	8					12
	3.4.7 Constructability and Traffic Control	4	8	12				24
	3.4.8 Intersections							
	3.4.9 Utilities							
	3.4.10 Bridge Structures	2	8	16	24	40		90
	3.4.11 Canal Facilities	2	8					10
	3.4.12 Flood Control Facilities	2	8					10
	3.5 Itemized Cost Estimate	4	8	16	24	32		84
	3.6 Land Use Planning	2	8					10
	3.7 Aesthetic Treatments and Landscaping (N/A)							
	3.8 Initial DCR Report	8	24	28	36	48	12	156
	3.9 Final DCR Report	4	8	12	16	24	6	70

		Project Manager	Senior Engineer	Project Engineer	Assistant Engineer	Designer	Admin	Total Hours
	DESIGN CONCEPT REPORT (DCR) (DIBBLE) SUBTOTAL	48	188	408	100	144	18	906
4	ENVIRONMENTAL DOCUMENT (DIBBLE)							
	Coordination with Jacobs Environmental	4	4					8
	ENVIRONMENTAL DOCUMENT (DIBBLE) SUBTOTAL	4	4					8
6	AGENCY & PUBLIC INVOLVEMENT (DIBBLE)							
	Stakeholder Coordination (6)	12	6					18
	Coordination Meetings (4)	8	4					12
	AGENCY & PUBLIC INVOLVEMENT (DIBBLE) SUBTOTAL	20	10					30
7	PROJECT MANAGEMENT AND COORDINATION (DIBBLE)							
	7.1 Project Management	24						24
	7.2 Project Schedule	2	8					10
	7.3 Monthly Project Team Meetings	22	22	22				66
	7.4 Internal Team Meetings	20	20	10	10			60
	PROJECT MANAGEMENT AND COORDINATION (DIBBLE) SUBTOTAL	68	50	32	10			160
	TOTAL HOURS	140	252	440	110	144	18	1,104

PINAL COUNTY
Public Works Department

CHANGE ORDER NO. 3, DESIGN CONCEPT REPORT & ENVIRONMENTAL DOCUMENT
Central Arizona Parkway (Ocotillo to Arizona Farms Road)
Pinal County Project No. 60640697 | Pinal County Contract No. 205926ROQ

DERIVATION OF DIRECT EXPENSES SUMMARY

(Figures may be rounded to the nearest \$1)

TRAVEL

Mileage (Personal Vehicles)

Travel	# Trips	Miles/Trip	Total	Cost/Mile				
Field Survey	0	140	0	\$ 0.560	=	\$	-	
Site Visits	1	140	140	\$ 0.560	=	\$	78	
Progress/Comment Resolution Meetings	10	160	1,600	\$ 0.560	=	\$	896	
TRAVEL SUBTOTAL:							\$	974

TRAVEL TOTAL: \$ 974

REPRODUCTION (OUTSIDE REPRODUCTION BY VENDOR, NOT CONTAINED IN OVERHEAD):

Black & White Bond

Full Size Bond Plans	(24x36)	# Dwgs	# Prints	Total	Cost/each			
None		0	0	0	\$ 1.00	=	\$ -	
FULL SIZE BOND SUBTOTAL:							\$	-

Half Size Bond Plans	(11x17)	# Dwgs	# Prints	Total	Cost/each			
Exhibits for Meetings		4	75	300	\$ 0.30	=	\$ 90	
HALF SIZE BOND SUBTOTAL:							\$	90

Color Roll Plots

Color Roll Plots		# Dwgs	# Meetings	Total	Cost/each			
Conceptual Design	(36x120)	1	1	1	\$ 200.00	=	\$ 200	
COLOR ROLL PLOT SUBTOTAL:							\$	200

REPRODUCTION TOTAL: \$ 290

Jacobs

Design Concept Report and EA - Central Arizona Parkway (Ocotillo to Arizona Farms)
 Pinal County Contract No.: 205926ROQ

Labor Classification	Estimated	Average	Labor Costs	
	Hours	Rates		
Project Manager	194	\$ 111.28	\$	21,588.46
Sr. Project Engineer	240	\$ 78.05	\$	18,732.85
Project Engineer	522	\$ 70.07	\$	36,574.15
Designer	204	\$ 56.97	\$	11,621.15
CADD	228	\$ 34.59	\$	7,887.23
Sr. Planner	0	\$ 80.87	\$	-
Sr. Traffic Engineer	140	\$ 69.17	\$	9,683.66
Traffic Engineer	180	\$ 46.20	\$	8,316.43
Traffic EIT	144	\$ 36.47	\$	5,251.50
GIS	114	\$ 27.88	\$	3,178.84
Environmental Coord. PM	77	\$ 65.97	\$	5,079.74
Sr. Environmental Planner	16	\$ 65.97	\$	1,055.53
Environmental Planner	40	\$ 38.09	\$	1,523.49
Cultural Principal Investigator	8	\$ 67.08	\$	536.63
Sr. Archaeologist	40	\$ 48.14	\$	1,925.65
Archaeologist	16	\$ 25.00	\$	400.00
Sr. Biologist	2	\$ 70.37	\$	140.73
Noise Specialist	0	\$ 76.20	\$	-
Air Specialist	2	\$ 76.20	\$	152.40
Graphics	28	\$ 46.66	\$	1,306.46
Administrative	12	\$ 35.76	\$	429.18
	2207			
			Total Direct Labor	\$ 135,384.07
		Overhead @	109.34%	\$ 148,028.94
			Total Labor Costs	\$ 283,413.01
Direct Expenses				
Mileage/Truck Rental			\$	220.00
Subsistence (Meals/Hotel)			\$	25.00
ASM Curation Fee			\$	3,000.00
			Total Direct Expenses	\$ 3,245.00
Subconsultants				
Pinyon			Total Direct Expenses	\$ -
			Total Estimated Cost to Consultant	\$ 286,658.01
			Fixed Fee (Total Labor Cost X 10.0%)	\$ 28,341.99
			Total Estimated Cost	\$ 315,000.00


 Bryn S. Wilbrink
 Sr. Project Manager
 Date 6/13/2024

Jacobs

Design Concept Report and EA - Central Arizona Parkway (Ocotillo to Arizona Farms)

Pinal County Contract No.: 205926ROQ

DERIVATION OF ESTIMATED DIRECT EXPENSES

TRAVEL:

MILEAGE (Rental Vehicles)

Trips to the Site:	Roundtrips	Miles	Cost	Total
Glennnda (personal vehicle)	1	80	\$ 0.625	\$ 50.00
Pam (personal vehicle)	4	8	\$ 0.625	\$ 20.00
Wally (personal vehicle)	6	40	\$ 0.625	\$ 150.00
PERSONAL VEHICLE SUBTOTAL:				\$ 220.00

Rental Vehicle Gas

GasTotal

66 miles total at 23 mpg = 3 gals x \$4.00/gal = \$12

Rental Truck

	# vehicle	# weeks	# days	Cost/week	Cost/day	
404 rental car	1	3	5	\$649.99	\$92.99	\$0.00
					\$92.99	\$0.00
					Tax	

Rental Truck Total

TRAVEL TOTAL: \$ 220.00

SUBSISTENCE (Field Visits)

Lodging

	# of People	4 nights	Weeks		
Field work (Jenna)		691.24	3.5		\$ -
				Motel Subtotal	\$ -

Meals & Incidentals

	#People	Days	Cost/day	
Cultural field work (Jenna)		8	\$44.25	\$ -
Full Days		10	\$59.00	\$ -
404 field work		1	\$59.00	\$ -
Field supplies (water)	1	5	\$5.00	\$ 25.00
Meals Subtotal:				\$ 25.00

SUBSISTENCE SUBTOTAL: \$ 25.00

DIRECT FEE:

		Count	Cost	Total
ASM curation fees	Estimate until Quote	1	\$ 3,000.00	\$ 3,000.00
DIRECT FEES TOTAL:				\$ 3,245.00



SCOPE OF WORK – 4/19/2023

Pinal County - Dibble

SR 24 Extension – Central Arizona Parkway

Public Information and Notification:

Task 1. Stakeholder Relations and Assessment

- TBCo. will conduct a thorough stakeholder assessment (identify stakeholders) within the study area. This assessment will help to identify neighborhood associations and contacts within them.
- Create and manage a stakeholder list.

Task 2. Project Coordination and Management

- Prepare for and support two virtual public scoping meetings and one virtual public hearing.
 - Provide a meeting summary for each meeting held.
- TBCo. will establish a hotline and answer/respond to hotline calls as they come in and will work with the study team and the County to respond to inquiries. TBCo. will track calls in a log and provide updates to the study team and the County as requested.
- TBCo. will attend monthly progress meetings to stay informed of study/design activities.
- TBCo. will deliver notices to residents, businesses, schools, churches and homeowner's organizations as necessary to communicate study milestones and meeting dates and times.
- Develop project collateral – notices.
- Develop social media content.
- Develop website content.
- Support meetings with stakeholders and other meetings independently from the public meetings and hearing.
- Create a public involvement plan and public meeting(s) and hearing plan.
- Post information in key community gathering areas.

Task 3. Project Completion

- Provide a final public outreach report and summary of outreach provided during the study.



Labor Classification	Unit Rate:	Task No. 1 Stakeholder Relations	Task No. 2 Project Coordination	Task No. 3 Project Completion	Hours by Labor Class
Project Principal	\$140.00	1.00	15.00	1.00	17.00
Sr. Project Manager	\$120.00	2.00	58.00	8.00	68.00
Project Manager	\$95.00	8.00	46.00		54.00
Outreach Coordinator	\$65.00		24.00	6.00	30.00
Hours by Task:		11.00	143.00	15.00	169.00
Labor Fees by Task:		\$1,140.00	\$14,990.00	\$1,490.00	\$17,620.00
Direct Expenses:		\$10,887.50			
Project Total:		\$28,507.50		\$17,620.00	

Expense	Unit	# of Units	Price Per Unit	Total
8 1/2 x 11	page	1000	\$1.00	\$1,000.00
Outside Printing/Mailing				\$5,000.00
Mileage	mile	350	\$0.63	\$2,187.50
Project Hotline	month	18	\$150	\$2,700.00
Total Direct Expenses				\$10,887.50

Included in CO #2

Thank you for the opportunity to provide public information services on the SR 24 Extension – Central Arizona Parkway Project.

Brock J Barnhart
Chief Executive Officer, The Barnhart Company



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Requisition

Req. Number
165599

Req. Date: 9/1/2022
Page: 1 of 1

Department Contact: OCHOA, MARIA F. Phone: - Branch Plant: PW-HUMAN RESOURCES-HURF Fund Source: PW-TRANSPORTATION EXCISE TAX	Ship to: PUBLIC WORKS- ADMIN OFFICES 85 N. FLORENCE ST 2ND FLOOR FLORENCE AZ 85132	Supplier: TRACE CONSULTING, LLC 1201 EAST JEFFERSON STREET, SUITE 3 PHOENIX AZ 85034 Phone: 602 - 680-8264 Fax: -
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Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov	Requested Delivery Date: 9/1/2022 Payment Terms: Net 30 Shipping Terms: FOB Destination
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The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity
Contract Number
Contract Expiry

Reference:
Proposal dated 8/18/22

Vendor Contact: Chintan Jhaveri | cjhaveri@traceconsulting.us

Department Contact: Charles Williams charles.williams@pinal.gov | Traci Phelps traci.phelps@pinal.gov

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
3.00		LS		Add 373,567.71 to line 1 for Ocotillo Rd & Schnepf Rd Ultim	\$0.00	\$373,567.71

Total Order: \$373,567.71



June 6, 2024

Mr. Charles Williams
District Manager
Pinal County Public Works Department
85 N Pinal Street
P.O. Box 727
Florence, AZ 85132

Phone: (520) 866-6459
Email: Charles.Williams@pinalcountyaz.gov

Re: Scope of Services and Fee Proposal for
**Ocotillo Road and Schnepf Road Intersection Improvements – Final Design Services
Addendum Scope 01
Contract No. 204926ROQ**

Dear Mr. Williams:

TRACE Consulting, LLC (TRACE) is pleased to submit the enclosed Scope of Services and Fee Proposal for professional services for the referenced project.

The Scope of Services is prepared based on information discussed via meetings, email, and phone between June 2023 and March 2024. We look forward to continuing to provide quality and timely professional services.

If you have any questions, please feel free to contact us at (602) 680-8264.

Sincerely,

TRACE Consulting, LLC.

A handwritten signature in black ink, appearing to read "C. S. Jhaveri", with a horizontal line underneath.

Chintan S. Jhaveri, PE
Principal

Enclosures:
Scope of Services
Fee Estimate
Sub-Consultant Proposal (TY Lin)
Sub-Consultant Proposal (George Cairo Engineering)

N:\2021\210106 - Pinal County On-call Civil Eng Services\210106.07 - Ocotillo Rd and Schnepf Rd Final Design\Project Support\Admin\Contract\Addendum 01\Ocotillo-Schnepf Intersection Improvements - Add01.docx

SCOPE OF SERVICES

OCOTILLO ROAD AND SCHNEPF ROAD INTERSECTION IMPROVEMENTS FINAL DESIGN SERVICES – ADDENDUM SCOPE 01

PROJECT DESCRIPTION

The scope defined herein appends and/or modifies the original scope. See the original scope of work for the full project description.

During the preliminary (60%) design phase of this project, the proposed improvements were presented to the Queen Creek Irrigation District (QCID) representative, George Cairo Engineering (GCE). From the feedback received from GCE and QCID, the proposed interim intersection improvements would have presented a large relocation effort and an overburdening cost to the construction of this project. To reduce the impact to QCID and at the request of the County, the design team performed multiple design alternative analyses for the intersection layout, roadway alignment, and drainage improvements for both the interim and ultimate improvements conditions. From these efforts and meeting with the County and GCE, it was decided that the ultimate intersection would be included for design within this project and that the intersection would be shifted south to avoid and reduce conflicts with QCID facilities. As a part of this, there were required drainage analyses for the interim and ultimate conditions for both within the project limits and outside of those limits.

This scope of work includes the work already performed as described above, as well as the additional work to design the ultimate intersection in place of the interim intersection, as described below.

As of this writing, the current intent of the design is to shift the intersection south by 16 feet to avoid or reduce conflicts with the existing QCID pump house and underground 60" irrigation pipe. Heading east and west, the future ultimate roadway is expected to taper back to the section line within 1500 feet from the intersection. The ultimate typical section will follow the Pinal County minor arterial typical section with a 110' total right-of-way and a 75' wide, 5-lane roadway with sidewalk. The ultimate intersection design will add sidewalk ramps, pedestrian crosswalks, storm drain, signing and marking, additional signalization needs (signal design by others outside of this scope of services) and will add conflicts with existing utilities and infrastructure that were anticipated to be protected in place with the interim improvements. Site access changes, future grading, future stormwater runoff collection and conveyance, and right-of-way impacts will all have additional design and coordination efforts needed with the current design intent.

PROJECT TASKS

See original scope for Tasks 1.0 through 11.0.

12.0 ULTIMATE INTERSECTION & ROADWAY ALIGNMENT ANALYSIS

This task includes the time spent between June 2023 and February 2024 performing an alignment alternative analysis for the ultimate conditions of Ocotillo Road and Schnepf Road. Specific tasks include: reviewing area transportation studies and planning documents provided by the County, designing horizontal alignment alternatives, reviewing alignment impacts/conflicts for the ultimate roadway for impacts within and outside of the project limits, providing exhibits to County and QCID/GCE, and additional meetings and coordination involved with the above tasks.

13.0 DRAINAGE ALTERNATIVE DESIGN ANALYSIS

See the appended scope of services from TY Lin for additional information on this task.

14.0 DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS

The ultimate horizontal and vertical geometry will need to be taken into consideration when setting the profiles for the storm drain and interim vertical profiles of the roadway, particularly the ultimate road crown line location within the interim lanes that will tie back to existing. At the southeast corner of the intersection, an existing residential community pylon sign is now expected to be in conflict with the ultimate curb return and will need to be demolished and/or relocated. The design of this structure will not be included in this scope.

Anticipated sheets that are being added to the design plans include ramp staking sheets, additional storm drain plan and profile sheets, signing and marking sheets, and detail and grading sheets. All associated bid items with the new design items will be added to the opinion of probable cost.

15.0 INTERIM IMPROVEMENTS

The County constructed interim lane improvements around December 2023 to alleviate the immediate traffic congestion this intersection was experiencing. Prior to construction, the County requested recommendations that could work temporarily until this project was ready to construct. This task will cover the time spent, approximately 48 hours, in November and December 2023 analyzing the interim configuration options and providing an exhibit with the recommended results.

16.0 ADDITIONAL UTILITY COORDINATION

Due to the changes in design intent, additional conflicts with existing utilities are anticipated to arise. This task will cover the additional time for coordination and design revisions necessary to mitigate these conflicts and obtain utility clearances.

REIMBURSABLES

17.0 REIMBURSABLE EXPENSES

This task will cover the cost of fees and services with third party entities that are required for other tasks of this project. These expenses include the following services and fees:

- GCE Fee (scope attached)
- QCID Application Fee
- USBR Application Fee

The fee for GCE comprises of the base fee shown within their scope plus an amount for time and materials that is unknown at this time and is not included in the fee for this scope. Reimbursement for this time and materials portion will be requested by TRACE at a later date when the full amount is known.

ALLOWANCES

18.0 PARCEL DESCRIPTIONS AND EXHIBITS (ALLOWANCE)

The original scope included area calculations, parcel descriptions and exhibits for up to four (4) locations that may need to be acquired for the purposes of accommodating project improvements. The additional scope will increase the number of locations by ten (10) for a total of up to fourteen (14) locations.

19.0 POTHOLE DATA COLLECTION (ALLOWANCE)

Pothole collection will be required by QCID for the design of the irrigation pipe relocations and is recommended for the design of the proposed storm drain. Additionally, third party utilities may request pothole collection if there are conflicts with their underground infrastructure.

20.0 UNFORSEEN SURVEY, DESIGN & COORDINATION SERVICES (ALLOWANCE)

This task will cover the cost of additional topographic survey, design and coordination services that are currently unforeseen at this project stage and are not already covered under other tasks. Examples of work that could be covered in this task are permit submittals with MCESD, site design concepts for private property owners, or private irrigation ditch relocations.

ASSUMPTIONS AND EXCLUSIONS

1. Traffic signal and street lighting design, analysis, and plans are not included in this scope. Plans for these disciplines will be incorporated by TRACE in the overall project plan set if required and provided by another consultant hired directly by the County.
2. Landscape Architecture is not included in this proposal. Restoration of any disturbed landscape will be noted on the paving plans, and separate landscape plans are not included. No new landscape addition is anticipated.

3. Only work specifically described above is included in this scope of services.

SCHEDULE

Overall duration of the design phase is anticipated to be 16 months due to the right-of-way acquisition from the U.S. Bureau of Land Management. Construction of the QCID irrigation facilities will be limited to their dry-up period between October and February. Sealed construction documents are anticipated to be provided before October 2025 so that construction may begin at that time. An updated schedule will be developed for approval by the County prior to the 60% submittal.

FEE ESTIMATE

CONTRACT TASK/PHASE	Project Principal	Project Manager	Project Engineer	Sr. CAD Technician	Survey Manager	Survey Crew	Survey Technician	Admin	TOTAL HOURS	TOTAL LABOR
	\$ 187.19	\$ 154.46	\$ 120.43	\$ 93.59	\$ 115.19	\$ 137.45	\$ 82.47	\$ 56.94		
BASE TASKS										
12.0 Ultimate Intersection & Roadway Alignment Analysis	2	52	75	72					201	\$ 24,177.03
13.0 Drainage Alternative Design Analysis (TY Lin)	See TY Lin Scope for Fee Breakdown									\$ 14,509.00
14.0 Design Development and Construction Documents	4	120	240	340				8	712	\$ 80,463.28
15.0 Interim Improvements	2	12	18	16					48	\$ 5,893.08
16.0 Additional Utility Coordination	4	24	20						48	\$ 6,864.40
REIMBURSABLES										
17.0 Reimbursable Expenses										
George Cairo Engineering Fee	See George Cairo Engineering Scope for Fee Breakdown									\$ 102,608.00
QCID Application Fee	See George Cairo Engineering Scope for Fee Breakdown									\$ 15,000.00
USBR Application Fee	See George Cairo Engineering Scope for Fee Breakdown									\$ 13,500.00
ALLOWANCES										
18.0 Parcel Descriptions & Exhibits					30	120			150	\$ 19,949.70
19.0 Pothole Data Collection	Estimated 30 potholes at \$2000 EA									\$ 60,000.00
20.0 Unforeseen Survey, Design & Coordination Services	4	50	100	50	4	24	20		252	\$ 30,603.22
Total	16	258	453	478	34	144	20	8	1,411	\$ 373,567.71

TOTAL FEES BY FIRM

Firm Name	Total Amount	Total %
TRACE Consulting (Base Tasks)	\$ 117,397.79	31%
TRACE Consulting (Allowances)	\$ 50,552.92	14%
Potholes (Company TBD)	\$ 60,000.00	16%
TY Lin	\$ 14,509.00	4%
GCE / QCID / USBR	\$ 131,108.00	35%
TOTAL FEES	\$ 373,567.71	100%



Purchase Requisition

Req. Number
170520

Req. Date: 7/1/2024
Page: 1 of 2

Department Contact: KESSAY, TISHA Phone: - Branch Plant: PW-HUMAN RESOURCES-HURF Fund Source: PUBLIC WORKS/HIGHWAY	Ship to: PUBLIC WORKS- ADMIN OFFICES 85 N. FLORENCE ST 2ND FLOOR FLORENCE AZ 85132	Supplier: EMPIRE MACHINERY PO BOX 842381 LOS ANGELES CA 90084-2381 Phone: 602 - 898-4789 Fax: 602 - 898-4637
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Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov	Requested Delivery Date: 7/1/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
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The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity State of Arizona
Contract Number CTR052847-5
Contract Expiry 12/3/2024

Reference:

2025 140 – 13A Motor Grader & 2025 265 XPS Compact Skid Steer

Vendor Contact: Matt Steely (520)631-4955 Matt.Steely@Empire-Cat.com

Department Contact: Jim Stalter (520)866-7037 Jim.Stalter@pinal.gov | Cynthia Valencia (520)866-6503 Cynthia.Valencia@pinal.gov | (520)866-6503

Delivery: San Tan Maintenance Yard 3535 Hunt Hwy San Tan Valley, AZ 85143

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	2.00	EA		265 XPS Compact Skid Steer	\$554,845.00	\$1,109,690.00
					0	
2.00	2.00	EA		Less Cooperative Discount (30%	(\$166,453.50)	(\$332,907.00)
3.00	2.00	EA		Less Additional Empire Discoun	(\$31,626.17)	(\$63,252.34)
4.00		LS		Sales Tax (8.7%)	\$0.00	\$62,077.16
5.00	2.00	EA		2025 140 – 13A Motor Grader	\$176,957.00	\$353,914.00
					0	
6.00	2.00	EA		Less Cooperative Discount (21%	(\$37,160.97)	(\$74,321.94)
7.00		LS		Sales Tax (8.7%)	\$0.00	\$24,324.50

Req. Number

170520

Req Date: 7/1/2024

Page: 2 of 2

Total Order: \$1,079,524.38



*Not Actual Quoted Machine

Pinal County Heavy Fleet

NEW CATERPILLAR 265 XPS COMPACT TRACK LOADER

STANDARD EQUIPMENT

▶ Powertrain

- CAT C2.8T Turbocharged Diesel Engine
 - 74.2 Hp
 - Glow Plugs Starting Aid
 - Liquid Cooled, Direct Injection
- Dual Element, Radial Seal Air Cleaner
- Hydraulic Oil S-O-S Sampling Valve
- Coolant Ecology Drain
- Cartridge Type Hydraulic Supply & Return Filters
- Canister Type Engine Oil, Fuel/Water Separator Filters
- Side-By-Side Radiator / Hydraulic Oil Cooler
- Spring Applied, Hydraulically Released, Parking Brakes
- Hydrostatic Transmission
- Lockable Fuel Cap
- Auto Engine Idle

▶ Undercarriage

- Torsion Suspension – (4) Independent Torsion Axles
- Two Speed Travel
- (4) Integrated Tie Downs on Track Frame

▶ Hydraulics

- Selectable Control Pattern: ISO or H
 - Electro/Hydraulic Implement Control
 - Electro/Hydraulic Hydrostatic Transmission Control
- Speed Sensor Guarding
- Heavy Duty Flat-Faced Quick Disconnects with Integrated Pressure Release Lever

▶ Electrical

- Work Tool Electrical Harness
- Heavy Duty Battery with Battery Disconnect & Lockout Feature
- 12V Electrical System
- 85 Ampere Alternator
- LED Work Lights
- Auto Reverse Lights
- Switch Backlighting
- Interior LED Dome Light
- Backup Alarm
- Beacon Electrical Outlet
- Exterior Courtesy Lighting
- Automatic Work Light Notification (flashes when parking brake is released)

▶ Frames

- Vertical Path Lift Linkage
- One Piece Welded Chassis
- Machine Tie Down Points (9)
- Removable Panels for Machine Frame Cleanout
- Lift Arm Support
- Welded, Steel Rear & Front Bumpers

▶ Operator Environment

- Operator Warning System Indicators:
 - Air Filter Restriction
 - Alternator Output
 - Armrest Raised/Operator Out of Seat
 - Engine Coolant Temperature
 - Engine Oil Pressure
 - Glow Plug Activation
 - Hydraulic Filter Restriction
 - Hydraulic Oil Temperature
 - Park Brake Engages
 - Engine Emission System
- Control Interlock System (When Operator Leaves Seat or Armrest Raised) – Hydraulic System & Hydrostatic Transmission Disables, & Parking Brake Engages
- Tilt Up, ROPS Cab/Canopy
- Level I FOPS
- Color LCD Monitor:
 - Creep Speed Control
 - Drive Response, Implement Response, & Drive Power Priority Adjustments
 - Date, Time, Units, & Brightness Settings
 - Multi-Operator Anti-Theft Security System & Monitoring
 - Maintenance Schedule & Reminders
 - Event & Diagnostic Code Monitoring
 - Smart Technology (enables use of Smart Attachments)
- Gauges: Fuel Level, Hour Meter, Hydraulic Temperature, Battery Voltage & Tachometer
- Cell Phone Storage Pocket
- Cup Holder
- Ergonomic Contoured Armrest
- Independently Adjustable, Seat Mounted Joystick Controls
- Top & Rear Windows
- Floormat
- Headliner
- Interior Rearview Mirror
- Horn
- Electronic Hand (Dial) Throttle
- 12V Power Port
- Rear Window Breaker Hammer

▶ Other Standard Equipment

- Steel Engine Door with Replaceable Louvers
- Lockable Engine Door
- Extended Life Antifreeze (-34°F)
- Work Tool Coupler
- Hydraulic Oil & Radiator Coolant Level Sight Gauges
- Radiator Expansion Bottle
- CAT Tough-Guard™ Hose

EMPIRE CONFIGURATION

<u>REF #</u>	<u>DESCRIPTION</u>	<u>LIST PRICE</u>
5860268	265 CAB A/C XPS	\$103,670.00
6446335	CAB PACKAGE, ULTRA	\$18,230.00
	ULTRA PACKAGE INCLUDES	\$-
5860014	HYDRAULICS, PERFORMANCE, (HP3)	\$-
6423007	IDLER WHEELS, TRIPLE FLANGE	\$-
5792311	WORKLIGHTS,LED,FRONT/REAR/SIDE	\$-
5859837	COMFORT PKG, ENCLOSED CAB,HVAC	\$-
5859588	SEAT,AIR SUSPENSION,HEAT/VENT	\$-
5941962	INTEGRATED RADIO	\$-
6078407	PACKAGE, TECHNOLOGY (T4)	\$-
5860167	FAN, COOLING, DEMAND	\$-
5860041	COUPLER, HYDRAULIC, SELF LEVEL	\$-
6405405	HOSE GUIDE, ATTACHMENT	\$-
	END OF ULTRA INCLUDES	\$-
5860093	GUARDING / SEALING PKG, (HD1)	\$675.00
5964438	TRACK,RUBBER,450MM(17.7 IN)BAR	\$955.00
5926357	RIDE CONTROL, NONE	\$-
6066585	FUEL, ELECTRIC PRIMING	\$630.00
5792312	REAR LIGHTS	\$-
5937244	DOOR, CAB, POLYCARBONATE	\$284.00
6131925	SEAT BELT, 3"	\$189.00
5792324	PRODUCT LINK, CELLULAR PLE643	\$-
6437208	CERTIFICATION ARR, P65	\$-
5859582	INSTRUCTIONS, ANSI, USA	\$-
4218926	SERIALIZED TECHNICAL MEDIA KIT	\$-
5859676	COUNTERWEIGHT,MACHINE,EXTERNAL	\$1,365.00
0P0210	PACK, DOMESTIC TRUCK	\$-
0P9003	LANE 3 ORDER	\$-
2795377	BUCKET-GP, 80", BOCE (ADD)	\$2,132.00
2795377	BUCKET-GP, 80", BOCE	\$2,132.00
4752780	MULCHER, HM316, HF XPS	\$42,667.00
4266548	BUCKET-MP, 80", BOCE	\$5,646.00
6095609	KIT, DEBRIS	\$139.00
6077351	KIT, TURBO DEBRIS GUARD	\$375.00

CATERPILLAR LIST PRICE \$176,957.00

EQUIPMENT STANDARD WARRANTY

| INCLUDED |

CATERPILLAR EQUIPMENT WARRANTY

Standard Factory*

1 Year/Unlimited Hours

Price

INCLUDED

Payment

INCLUDED

Field Service*

1 Year/12 Months

Price

INCLUDED

Payment

INCLUDED

*See Empire for Standard Warranty details. Field service call on warrantable repairs includes travel, time and mileage cost.

Caterpillar Standard Warranty

- ▶ Worldwide dealer network
- ▶ Unmatched dealer parts availability
- ▶ CAT certified dealer technicians
- ▶ Quality genuine CAT parts
- ▶ Protect your investment
- ▶ Reduce machine downtime
- ▶ Reduce unexpected repair cost exposure

EQUIPMENT EXTENDED WARRANTY

| INCLUDED |

CATERPILLAR EQUIPMENT PROTECTION PLAN

Extended Warranty Coverage

5 Years or 2,500 Hours: Premier Warranty

INCLUDED

Caterpillar Extended Warranty

- ▶ Best in class in number of parts and components coverage
- ▶ Customizable to meet your equipment utilization and long-term objectives
- ▶ Coverage options for Powertrain, Hydraulics, Technology, or Premier for the most comprehensive coverage
- ▶ Reduce unexpected repair cost expense
- ▶ Safeguards machine warranty coverage beyond the standard warranty term
- ▶ CAT certified dealer technicians

PRICING SUMMARY

List Price	\$176,957.00
Less Cooperative Discount ADOT Contract CTR052847 (21%)	(\$37,160.97)
Sub Total	\$139,796.03
Sales Tax (8.7%)	\$12,162.25
	\$151,958.28

We appreciate the opportunity to quote you this machine. Thank you for your consideration, and we look forward to your valued business.

Matt Steely

Matt Steely
Account Manager
Empire Machinery
520-631-4955
Matt.Steely@Empire-Cat.Com
6/19/2024

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CAT Machine Operator Training - INCLUDED

- ▶ Instructed by a CAT Certified Trainer
- ▶ Personal safety factors of machine operation
- ▶ Perform a machine walk around inspection per O&M
- ▶ Locate, identify, and describe functionality for: operator controls, switches, and gauges located on machines
- ▶ Safely and efficiently perform the correct pre-operational start-up and shutdown procedure
- ▶ Operate the machine by correctly moving the machine safely
- ▶ English or Spanish Speaking Instruction available

Advanced CAT Machine Operator Training - AVAILABLE

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- ▶ We offer a variety of certified operator training classes and assorted instructional techniques to fit all operator levels
- ▶ Advantages of certified training provides many cost savings benefits
 - Best operating techniques; increase productivity; reduce fuel costs
 - Utilize machine technology capabilities, finish jobs faster with less rework
 - Improve machine operating skills; reduce wear and tear on equipment
 - Learn proper operator and service inspections; find problems before failure
 - Incorporate best operator safety practices; prevent costly accidents and injuries
 - Increase machine life; Increase machine resale value
- ▶ For more information contact your Empire Representative or visit <https://www.empire-cat.com/support/training/operator-training>



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- Website: VL.Cat.Com
- VisionLink Mobile App

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- For more information about how to add new users, request custom training, or subscriptions options, contact:
 - Miguel Aguilar 602-622-4990 or Miguel.Aguilar@empire-cat.com

*CONNECT (formerly CAT Daily subscription) is available on all CAT machines that are equipped with a Product Link device. Data available is dependent upon subscription, device type and machine specifications. Not all features listed in subscription details may be available.

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Pinal County Heavy Fleet

*Not Actual Quoted Machine

NEW CATERPILLAR 140 LEVER CONTROL MOTOR GRADER

STANDARD EQUIPMENT

▶ Powertrain

- Dual Stage Dry Type Radial Seal Air Cleaner with Service Indicator & Automatic Dust Ejector
- Air-to-Air After Cooler (ATAAC)
- Automatic Tensioner Serpentine Belt
- Four-Wheel Hydraulic Oil Disc Brakes
- Hydraulic Demand Fan
- Electronic Over-Speed Protection
- CAT C9 Diesel Engine with ACERT Technology, Automatic Engine De-Rate, Idle Control, & Aftertreatment
- Multi-Disc Sealed & Oil Cooled Parking Brake
- Fuel Tank with Sediment Drain
- Tandem Drive
- Power-Shift Direct Drive Transmission (8F/6R)
- VHP Plus (Variable Horse Power Plus)

▶ Electrical

- Back-Up Alarm
- 150 Amp Sealed Alternator
- 1125 CCA Heavy Duty Maintenance Free Batteries
- Breaker Panel
- 24V Electrical System
- Reversing Lights
- Electric Starter

▶ Fluids

- Antifreeze
- Extended Life Coolant to -30°F

▶ Other Standard Equipment

- Brake Accumulators (Dual Certified)
- 6 Shoe Drawbar with Replaceable Wear Strips
- Ground Level Fluid Check
- 100 Gallon Fuel Tank
- Ground Level Fueling
- 3.3 Gallon DEF/AdBlue Tank
- Hydraulic Lines for Base Functions
- High Capacity Hydraulic Pump (100cc/6 in³)
- Radiator Cleanout Access (both sides with swing doors)
- SOS Ports for:
 - Engine, Hydraulic, Transmission, Coolant & Fuel
- Toolbox
- Debris Guard

▶ Operator Environment

- Steering Wheel
- Air Conditioning with Heater
- Articulation
- Centershift Pin Indicator
- Digital Speed & Gear Display
- Load Sensing Hydraulic Controls:
 - Right/Left Blade Lift, Circle Drive, Center Shift, Side Shift, Blade Tip & Front Wheel Lean
- Right & Left Side Doors
- Machine Level Gauge
- Analog Gauges (inside the cab):
 - Fuel, Articulation, Engine Coolant Temperature, Engine RPM, Hydraulic Oil Temperature, & DEF
- Nighttime Cab Lights
- Operator Information/Message Display (meter & hour digital)
- Wide Angle Rearview Mirror
- 12V Power Port
- Entertainment Radio Ready
- ROPS Cab
- Storage Area for Cooler/Lunchbox
- Electronic Throttle Control
- Laminated Glass Windows
- Fixed Front Tempered Windows with Intermittent Wiper
- Left & Right Side Wipers
- Cab Storage

▶ Safety and Security

- Circle Drive Slip Clutch
- (2) Lockable Engine Compartment Doors
- (2) Lockable Service Doors
- Ground Level Engine Shutdown
- Emergency Exit Hammer
- Electric Horn
- 3" Retractable Seat Belt
- Secondary Steering
- Tandem Walkway/Guards

EMPIRE CONFIGURATION

<u>REF #</u>	<u>DESCRIPTION</u>	<u>LIST PRICE</u>
5152449	140-13A LEVER MOTOR GRADER	\$454,110.00
4399110	MOLDBOARD, 14' PLUS	\$1,820.00
5154649	RIPPER-SCARIFIER, REAR	\$27,080.00
5226386	WEATHER, STANDARD, TANDEM	\$0.00
3806774	PRECLEANER, NON SY-KLONE	\$0.00
5592201	LINK BAR, HYDRAULIC	\$0.00
5226756	DRAWBAR, TOP ADJUST	\$0.00
5226757	CAT GRADE ARO	\$8,850.00
4370690	NO LOCK OUT, CAB	\$0.00
5999890	BASE+1 (RIP) ARO	\$11,190.00
5241763	ACCUMULATORS, WITH ARO	\$6,200.00
5152231	STARTER, HEAVY DUTY	\$0.00
5623742	ROADING LIGHTS W/FOLD DOWN ARM	\$2,500.00
5226688	CAB, PLUS	\$2,450.00
5183382	SEAT, CLOTH AIR SUSPENSION	\$3,400.00
5652320	MIRROR, EXTERNAL BASIC	\$0.00
5193712	PRODUCT LINK, CELLULAR PLE641	\$0.00
5583846	FAN, STANDARD TANDEM	\$0.00
2520775	TIRES, 17.5R25 BS VKT * D2A MP	\$12,990.00
5226654	COOLANT (-40C)	\$0.00
0P3978	FUEL ANTIFREEZE, -25C (-13F)	\$0.00
5162552	DECALS, ENGLISH (US)	\$0.00
5585819	LOW BAR, LED, TANDEM	\$1,815.00
5632272	LIGHTS, WORK PLUS, LED	\$3,445.00
5586474	LIGHTS, CAB ROOF, LED	\$1,650.00
5183017	WARNING STROBE	\$750.00
5213250	CIRCLE SAVER	\$318.00
5241768	CAMERA, REAR VISION	\$0.00
5183026	PREMIUM CORP RADIO (12V)	\$770.00
5222419	GUARD, TRANSMISSION	\$4,520.00
5222402	COVERS, UNDER CAB	\$955.00
2495516	HEATER, ENGINE COOLANT, 120V	\$326.00
3361559	PUSH PLATE, COUNTERWEIGHT	\$5,320.00
8J1434	TOOTH, STRAIGHT	\$2,120.00
4K3330	SHANKS/TEETH, RIPPER/SCARIFIER	\$1,861.00
0P2265	ROLL ON-ROLL OFF	\$405.00
4218926	SERIALIZED TECHNICAL MEDIA KIT	\$0.00

CATERPILLAR LIST PRICE \$554,845.00

EQUIPMENT STANDARD WARRANTY

| INCLUDED |

CATERPILLAR EQUIPMENT WARRANTY

Standard Factory*

1 Year/Unlimited Hours

Price

INCLUDED

Payment

INCLUDED

Field Service*

1 Year/12 Months

Price

INCLUDED

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INCLUDED

*See Empire for Standard Warranty details. Field service call on warrantable repairs includes travel, time and mileage cost.

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EQUIPMENT EXTENDED WARRANTY

| INCLUDED |

CATERPILLAR EQUIPMENT PROTECTION PLAN

Extended Warranty Coverage

7 Years or 7,000 Hours: Premier Warranty

INCLUDED

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PRICING SUMMARY

	List Price	\$554,845.00
	Less Cooperative Discount ADOT Contract CTR052847 (30%)	(\$166,453.50)
	Less Additional Empire Discount	(\$31,626.17)
	Sub Total	\$356,765.34
	Sales Tax (8.7%)	\$31,038.58
		\$387,803.92

We appreciate the opportunity to quote you this machine. Thank you for your consideration, and we look forward to your valued business.

Matt Steely

Matt Steely
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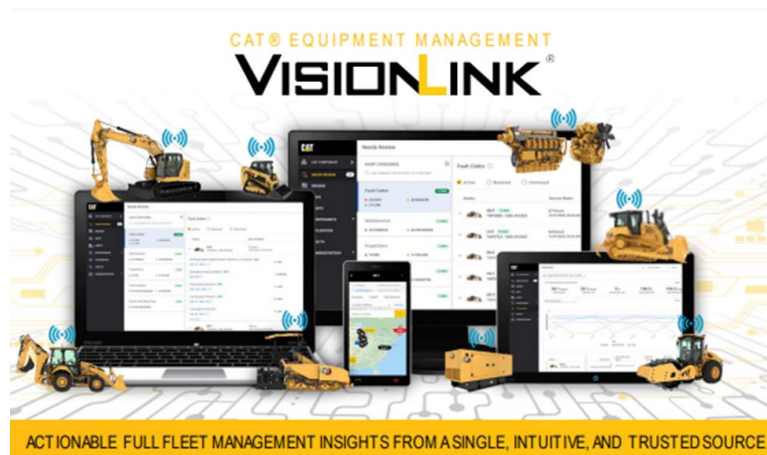


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Offerors shall provide a verifiable price index, to include but not limited to a discount from a verifiable price index, a reduced net pricing schedule, a hybrid or other supplier specific pricing model. The pricing model shall remain firm and will include all charges that may be incurred in fulfilling requirement(s) for the twelve-month period following contract award. Where applicable, pricing shall be determined by applying Offerors discounts to the prices listed on their manufacturer’s price lists, retail price sheets, catalogs or by utilizing the reduced net pricing schedule.

Pricing and resulting relative discount shall be clearly delineated on each proposal.

Contract pricing shall be based upon fixed discount(s) off published price list(s) or catalog(s)

Number of equipment types / descriptions are not limited to spaces provided below. Please use additional lines if necessary to list all offered category equipment.

- **Discount Structure based off of Manufacturer’s List Prices.**

Discount for CATEGORY 1: Dozers			
Equipment Type/Description		Equipment	Accessories / Attachments
Caterpillar D1 Dozer	(Previous model D3K)	23%	23%
Caterpillar D2 Dozer	(Previous model D4K)	23%	23%
Caterpillar D3 Dozer	(Previous model D5K)	23%	23%
Caterpillar D4 Dozer	(Previous model D6K)	23%	23%
Caterpillar D5 Dozer	(Previous model D6N)	23%	23%
Caterpillar D6 Dozer	(Previous model D6T)	23%	23%
Caterpillar D7 Dozer	(New model)	19%	19%
Caterpillar D8 Dozer	(Previous model D8T)	19%	19%
Caterpillar D9 Dozer	(Previous model D9T)	10%	10%
Caterpillar D10 Dozer	(Previous model D10T)	10%	10%

Discount for CATEGORY 2: Excavators			
Equipment Type/Description		Equipment	Accessories / Attachments
Caterpillar 300.9 Mini Excavator		20%	20%
Caterpillar 301.4 Mini Excavator		20%	20%
Caterpillar 301.7 Mini Excavator		20%	20%
Caterpillar 301.8 Mini Excavator		20%	20%
Caterpillar 302 Mini Excavator		20%	20%
Caterpillar 302.4 Mini Excavator		20%	20%
Caterpillar 302.5 Mini Excavator		20%	20%
Caterpillar 302.6 Mini Excavator		20%	20%
Caterpillar 302.7 Mini Excavator		20%	20%
Caterpillar 303 Mini Excavator		20%	20%
Caterpillar 303.5 Mini Excavator		20%	20%
Caterpillar 304 Mini Excavator		20%	20%
Caterpillar 304.5 Mini Excavator		20%	20%
Caterpillar 305 Mini Excavator		20%	20%
Caterpillar 305.5 Mini Excavator		20%	20%

Caterpillar 306 Excavator	20%	20%
Caterpillar 307 Excavator	20%	20%
Caterpillar 307.5 Excavator	20%	20%
Caterpillar 308 Excavator	20%	20%
Caterpillar 309 Excavator	20%	20%
Caterpillar 310 Excavator	20%	20%
Caterpillar 311 Excavator	18%	18%
Caterpillar 313 Excavator	15%	15%
Caterpillar 313GC Excavator	16%	16%
Caterpillar 315 Excavator	19%	19%
Caterpillar 316 Excavator	19%	19%
Caterpillar 318 Excavator	16%	16%
Caterpillar 320 Excavator	15%	15%
Caterpillar 320 GC Excavator	16%	16%
Caterpillar 323 Excavator	15%	15%
Caterpillar 325 Excavator	15%	15%
Caterpillar 326 Excavator	15%	15%
Caterpillar 330 Excavator	15%	15%
Caterpillar 330GC Excavator	16%	16%
Caterpillar 335 Excavator	15%	15%
Caterpillar 336 Excavator	15%	15%
Caterpillar 336GC Excavator	16%	16%
Caterpillar 340 Excavator	15%	15%
Caterpillar 349 Excavator	10%	10%
Caterpillar 352 Excavator	10%	10%
Caterpillar 374 Excavator	10%	10%
Caterpillar 390 Excavator	10%	10%

Discount for CATEGORY 3: Loaders		
Equipment Type/Description	Equipment	Accessories / Attachments
Caterpillar 903 Wheel Loader	23%	23%
Caterpillar 906 Wheel Loader	23%	23%
Caterpillar 907 Wheel Loader	23%	23%
Caterpillar 908 Wheel Loader	23%	23%
Caterpillar 910 Wheel Loader	23%	23%
Caterpillar 914 Wheel Loader	23%	23%
Caterpillar 918 Wheel Loader	24%	24%
Caterpillar 920 Wheel Loader	24%	24%
Caterpillar 926 Wheel Loader	24%	24%
Caterpillar 930 Wheel Loader	24%	24%
Caterpillar 938 Wheel Loader	24%	24%
Caterpillar 950GC Wheel Loader	20%	20%

Caterpillar 950M Wheel Loader	18%	18%
Caterpillar 962 Wheel Loader	18%	18%
Caterpillar 966 Wheel Loader	15%	15%
Caterpillar 972 Wheel Loader	11%	11%
Caterpillar 980 Wheel Loader	11%	11%
Caterpillar 982 Wheel Loader	11%	11%
Caterpillar 988 Wheel Loader	11%	11%

Discount for CATEGORY 4: Graders		
Equipment Type/Description	Equipment	Accessories / Attachments
Caterpillar 12 Motor Grader	30%	30%
Caterpillar 120 Motor Grader	34%	34%
Caterpillar 140 Motor Grader	30%	30%
Caterpillar 140GC Motor Grader	30%	30%
Caterpillar 150 Motor Grader	30%	30%
Caterpillar 160 Motor Grader	30%	30%
Caterpillar 14 Motor Grader	19%	19%

Discount for CATEGORY 5: Rollers		
Equipment Type/Description	Equipment	Accessories / Attachments
Caterpillar CB1.7 Roller	19%	19%
Caterpillar CB1.8 Roller	19%	19%
Caterpillar CB7 Roller	19%	19%
Caterpillar CB8 Roller	19%	19%
Caterpillar CB10 Roller	19%	19%
Caterpillar CB13 Roller	19%	19%
Caterpillar CB14 Roller	19%	19%
Caterpillar CB15 Roller	19%	19%
Caterpillar CB16 Roller	19%	19%
Caterpillar CB22Roller	19%	19%
Caterpillar CB24 Roller	19%	19%
Caterpillar CB32 Roller	19%	19%
Caterpillar CB34 Roller	19%	19%
Caterpillar CB36 Roller	19%	19%
Caterpillar CB44 Roller	19%	19%
Caterpillar CB46 Roller	19%	19%
Caterpillar CB54 Roller	19%	19%
Caterpillar CB64 Roller	19%	19%
Caterpillar CB66 Roller	19%	19%
Caterpillar CB68 Roller	19%	19%
Caterpillar CC24 Roller	19%	19%

Caterpillar CC34 Roller	19%	19%
Caterpillar CCS7 Roller	19%	19%
Caterpillar CCS9 Roller	19%	19%
Caterpillar CD8 Roller	19%	19%
Caterpillar CD10 Roller	19%	19%
Caterpillar CP34 Roller	19%	19%
Caterpillar CP44 Roller	19%	19%
Caterpillar CP54 Roller	19%	19%
Caterpillar CP56 Roller	19%	19%
Caterpillar CP68 Roller	19%	19%
Caterpillar CP74 Roller	19%	19%
Caterpillar CS34 Roller	19%	19%
Caterpillar CS44 Roller	19%	19%
Caterpillar CS54 Roller	19%	19%
Caterpillar CS56 Roller	19%	19%
Caterpillar CS64 Roller	19%	19%
Caterpillar CS68 Roller	19%	19%
Caterpillar CS74 Roller	19%	19%
Caterpillar CS78 Roller	19%	19%
Caterpillar CW16 Roller	19%	19%
Caterpillar CW34 Roller	19%	19%

Discount for CATEGORY 6: Trailers		
Equipment Type/Description	Equipment	Accessories / Attachments
Trail King TKT50 Tag – Tilt Trailer	7%	7%
Trail King TKBD22-40 – Bottom Dump	7%	7%
See Category 7 : Miscellaneous for other Trailer discounts	%	%

Discount for CATEGORY 7: Miscellaneous		
Equipment Type/Description	Equipment	Accessories / Attachments
ADDITIONAL CATERPILLAR MODELS		
<u>PAVERS:</u>		
AP255	18%	18%
AP300	18%	18%
AP355	18%	18%
AP500	18%	18%
AP555	18%	18%
AP600	18%	18%
AP655	18%	18%
AP1000	18%	18%
AP1055	18%	18%
<u>WHEELED EXCAVATORS:</u>		
M314	26%	26%
M315	26%	26%
M316	26%	26%
M317	26%	26%
M318	26%	26%
M320	26%	26%
M322	26%	26%
<u>MATERIAL HANDLERS:</u>		
MH3022	26%	26%
MH3024	26%	26%
MH3026	26%	26%
<u>COLD PLANERS:</u>		
PM310	20%	20%
PM312	20%	20%
PM313	20%	20%
PM620	20%	20%
PM622	20%	20%
PM820	20%	20%
PM822	20%	20%
PM825	20%	20%

RECLAIMERS:		
RM300	20%	20%
RM500	20%	20%
TELEHANDLERS:		
TH255	23%	23%
TH3510	24%	24%
TH357	24%	24%
TH408	24%	24%
TH514	24%	24%
TL642	24%	24%
TL943	24%	24%
TL1055	24%	24%
TL1255	24%	24%
SKID STEERS:		
226	21%	21%
232	21%	21%
236	21%	21%
242	21%	21%
246	21%	21%
262	21%	21%
272	21%	21%
MULTI-TERRAIN LOADERS:		
257	21%	21%
277	21%	21%
287	21%	21%
298	21%	21%
COMPACT TRACK LOADERS:		
239	21%	21%
249	21%	21%
259	21%	21%
279	21%	21%
289	21%	21%
299	21%	21%
FOREST MACHINES:		
538	15%	15%
548	15%	15%
558	15%	15%
568	15%	15%
LANDFILL COMPACTORS:		
816	12%	12%
826	12%	12%
836	12%	12%

<u>BACKHOE LOADER:</u>		
415	22%	22%
416	22%	22%
420	22%	22%
420XE	22%	22%
430	22%	22%
432	22%	22%
440	22%	22%
450	22%	22%
<u>WHEEL TRACTOR SCRAPERS:</u>		
621	18%	18%
623	18%	18%
627	18%	18%
631	18%	18%
637	18%	18%
657	18%	18%
<u>ARTICULATED TRUCKS:</u>		
725	17%	17%
730	17%	17%
735	17%	17%
740GC	17%	17%
745	17%	17%
<u>RIGID FRAME TRUCKS:</u>		
770	3%	3%
773	3%	3%
<u>WHEEL DOZERS and SOIL COMPACTORS:</u>		
814	15%	15%
815	13%	13%
824	15%	15%
825	13%	13%
834	15%	15%
<u>TRACK LOADERS:</u>		
953	19%	19%
963	22%	22%
973	23%	23%
<u>CATERPILLAR AFTREER MARKET WORK TOOLS:</u>		
<u>CATERPILLAR SAFETY SERVICES:</u>		
<u>CATERPILLAR TECHNOLOGY SERVICES AND SUBSCRIPTIONS:</u>		
<u>CATERPILLAR USED EQUIPMENT:</u> (Discount off original list price)	20%	20%

CATERPILLAR POWER EQUIPMENT:		
LEGACY COMPACT DIESEL (D13-D175)	50%	50%
D40 - D100	31%	31%
D125 - D200	35%	35%
OLYMPIAN GAS	26%	26%
C9 - 200 kW	33%	33%
C9 - 250 - 300 kW	37%	37%
C15 - 350 - 500kW	37%	37%
C15 - TIER 4i	20%	20%
C18 - 550 - 600kW	33%	33%
C27 - Tier 4i	17%	17%
C27 - 750 kW	33%	33%
C27 - 800 kW	33%	33%
C32 - 1000 kW	37%	37%
3512C	33%	33%
3516C	33%	33%
3500B	32%	32%
3516C-HD	30%	30%
3516 TIER 4	19%	19%
APS60,100,1000,2000 ²	17%	17%
XQ20,XQ30, XQ60, XQ200	45%	45%
XQ350 - XQ800	23%	23%
C175-16	26%	26%
C175-16 Tier 4	19%	19%
C175-20	24%	24%
EPIC	10%	10%
CAT ATS ³	20%	20%
CAT SWITCHGEAR ⁴	12%	12%
UPS (BATTERY & FLYWHEEL)	20%	20%
CG132-8,-12,-16 ⁵	15%	15%
CG170-12,-16,-20 ⁵	15%	15%
CG260-12,-16 ⁵	15%	15%
G3412	26%	26%
G3508	17%	17%
G3516	17%	17%
G3520	17%	17%
ALLIED PRODUCTS (Non Cat Products):		
CONSTRUCTION PRODUCTS		
American Compaction	7%	7%
AMI Attachments	5%	5%
Arrow Material Handling	5%	5%
Balderson	5%	5%

Blue Diamond	5%	5%
Bomag	5%	5%
BR Attachments	5%	5%
Broce	7%	7%
Cascade	5%	5%
Central Fabricating	5%	5%
Crafco	3%	3%
Diamond Attachments	5%	5%
Digga	5%	5%
Dymax	8%	8%
Edge	5%	5%
Enerpac	5%	5%
Epiroc	9%	9%
Erskine	5%	5%
Etnyre / Bear Cat	5%	5%
EZ-SPOT-UR	5%	5%
Fecon	5%	5%
Felco Industries	5%	5%
Fods Track Out Mat Services	5%	5%
Genie	20%	20%
HKX	5%	5%
Imer Group	5%	5%
JLG	22%	22%
Kress	5%	5%
Lycox Industries / Walk N Roll	2%	2%
Mega	8%	8%
Metso	3%	3%
Mobile Track Solutions	5%	5%
Multiquip	24%	24%
Paladin / JRB	8%	8%
Pemberton	5%	5%
Pierce Pacific	5%	5%
PSM	5%	5%
Jet-Vac	5%	5%
Road Widener	5%	5%
Rockland	8%	8%
Rototilt	5%	5%
Saf-T-Cab	5%	5%
Skyjack	5%	5%
Skytrack	5%	5%
Star Industries	5%	5%
SUI	5%	5%

Summit	5%	5%
TY Cushion	3%	3%
Tink	5%	5%
Valew-1954 MFG	5%	5%
Weiler	10%	10%
Werk-Brau	5%	5%
Woods	11%	11%
<u>ON-HIGHWAY</u>		
Fleming	8.4%	8.4%
Load King	3%	3%
Maintainer	6%	6%
Murray Trailers	2%	2%
Rackley	2%	2%
Thunder Creek	6%	6%
Trail King	7%	7%
UTB	8.4%	8.4%
<u>AGRICULTURE</u>		
Challenger	13%	13%
Claas	6%	6%
Gearmore	13%	13%
Grouser	5%	5%
Fendt	6%	6%
Lexion	6%	6%
Massey Ferguson	13%	13%
Mil-Stak Inc	3%	3%
Nikkel Iron Works	7%	7%
Reynolds	13%	13%
Rogator	6%	6%
Rome Plow	13%	13%
Schmeiser	5%	5%
Stinger Inc.	1%	1%
Sunflower	6%	6%
T.G. Schmeiser	13%	13%
Terragator	6%	6%
Valmar	7%	7%
Wilcox	13%	13%
Willmar	6%	6%
Woods	13%	13%
<u>POWER SYSTEMS</u>		
ABB	5%	5%
Active Power	2%	2%
Allmand	18%	18%

Asco	10%	10%
Atlas Copco	10%	10%
Avtron	6%	6%
Crestchic	5%	5%
Multiquip	7%	7%
Progressive Solar	10%	10%
Stamford Newage	2%	2%
Sullair	28%	28%
Toshiba	5%	5%
TECHNOLOGY		
Caterpillar	12%	12%
Cerragon	5%	5%
CrewSight	5%	5%
DJI Enterprises	0%	0%
GCEstimator Suite	5%	5%
Level Best	10%	10%
Modelogix	5%	5%
ProjectSight	5%	5%
Prolog	5%	5%
Quantum	8%	8%
RADWIN	5%	5%
Rajant	0%	0%
RealWorks	10%	10%
Seco	12%	12%
Sensematics	5%	5%
SitePro	12%	12%
Spectra Precision	12%	12%
Trimble	12%	12%
VICO Office	5%	5%
Winest	5%	5%
RENEWABLE ENERGY		
ABB	3%	3%
BTC Power	3%	3%
Fronius	4%	4%
Satcon	3%	3%
SMA America	4%	4%
Sun Power	3%	3%

Unlisted and Future Caterpillar and Allied Products

The following procedure will be available to add future Caterpillar and Allied products:

- EMPIRE will provide a letter to ADOT stating that we have a new product(s) and that EMPIRE is a dealer for that product(s).
- The product(s) will be added to the appropriate area of the catalog pricing page along with the stated discount percentage off the manufacturer’s list price.
- A copy of the updated catalog pricing page will be sent to ADOT to be added to the contract.

For emergency needs for machines or products that have to be delivered before a stated discount can be established, the following will be the discount structure for unlisted and/or future Caterpillar and Allied products.

All unnamed suppliers without a stated discount will receive a minimum discount of 5% off the manufacturer’s list price.	5%	5%
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Contractor shall indicate any extended warranty options below:

Extended Warranty Options

Extended warranty is available on all new Caterpillar machines. The cost for extended warranty varies by product, type of coverage, application, and length of coverage for both time and estimated annual hours of usage. Caterpillar extended warranty coverage can range from 24 months up to 84 months and the hours of usage can range from as little as 500 hours up to as high as 10,000 hours.

With over 360 different Caterpillar products covered in this RFP, and with over 65 different options for each of those machines with time and hour combinations, the matrix of extended warranty pricing would be too large to provide in this format. The CAT 120 Motor Grader alone has over 480 different extended warranty options available.

For this RFP, we will provide a pricing example for extended warranty for six (6) machines based on the same time and hour requirements stated in the “Scenario Pricing” for the machine buybacks (7 year/ 6,000 hours). Additional extended warranty quotes can be provided upon request on a model by model term and hour specified basis.

Extended Warranty	Term of Warranty	Price
<u>CATERPILLAR D5K DOZER</u>		
Power Train	7years/6000hours	\$3,230.00
Power Train + Hydraulics +Tech	7years/6000hours	\$4,550.00
Premier	7years/6000hours	\$10,590.00

<u>CATERPILLAR M316 WHEELED EXCAVATOR</u>		
7 Years / 6,000 Hours Power Train	7years/6000hours	\$3,890.00
7 Years / 6,000 Hours Power Train + Hydraulics +Tech	7years/6000hours	\$8,950.00
7 Years / 6,000 Hours Premier	7years/6000hours	\$12,190.00
<u>CATERPILLAR 450 BACKHOE LOADER</u>		
7 Years / 6,000 Hours Power Train	7years/6000hours	\$2,600.00
7 Years / 6,000 Hours Power Train + Hydraulics +Tech	7years/6000hours	\$9,490.00
7 Years / 6,000 Hours Premier	7years/6000hours	\$22,120.00
<u>CATERPILLAR 926M WHEEL LOADER</u>		
7 Years / 6,000 Hours Power Train	7years/6000hours	\$2,500.00
7 Years / 6,000 Hours Power Train + Hydraulics +Tech	7years/6000hours	\$5,090.00
7 Years / 6,000 Hours Premier	7years/6000hours	\$11,320.00
<u>CATERPILLAR 120 MOTOR GRADER</u>		
7 Years / 6,000 Hours Power Train	7years/6000hours	\$5,790.00
7 Years / 6,000 Hours Power Train + Hydraulics +Tech	7years/6000hours	\$11,810.00
7 Years / 6,000 Hours Premier	7years/6000hours	\$16,900.00
<u>CATERPILLAR CB34 ROLLER</u>		
7 Years / 6,000 Hours Power Train	7years/6000hours	\$7,150.00
7 Years / 6,000 Hours Power Train + Hydraulics +Tech	7years/6000hours	\$7,910.00
7 Years / 6,000 Hours Premier	7years/6000hours	\$11,910.00



Purchase Requisition

Req. Number
170523

Req. Date: 7/1/2024
Page: 1 of 1

Department Contact: KESSAY, TISHA Phone: - Branch Plant: PW-HUMAN RESOURCES-HURF Fund Source: PUBLIC WORKS/HIGHWAY	Ship to: PUBLIC WORKS- ADMIN OFFICES 85 N. FLORENCE ST 2ND FLOOR FLORENCE AZ 85132	Supplier: JOHN DEERE COMPANY 21748 NETWORK PLACE CHICAGO IL 60673-1217 Phone: 520 - 887-4121 Fax: 520 - 293-2883
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Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov	Requested Delivery Date: 7/1/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
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The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity Mohave
Contract Number 20E-DEER-0825
Contract Expiry 8/25/2024

Reference:
Quote: 30764709

Vendor Contact: Brent Clarkson (520)836-7481 bclarkson@stotzeq.com

Department Contact: Jim Stalter (520)866-7037 Jim.Stalter@pinal.gov | Cynthia Valencia (520)866-6503 Cynthia.Valencia@pinal.gov

Delivery: San Tan Maintenance Yard 3535 Hunt Hwy San Tan Valley, AZ 85143

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	3.00	EA		John Deere 6130M Cab Tractor	\$190,631.23	\$571,893.69

Total Order: \$571,893.69

Purchase Request

Req # _____
PO # _____

CONTRACT

BPO FY: _____

(PW Finance Only) Vendor: **Deere & Company**

Vendor #: _____

1 Requestor / Date

Jim Stalter	6/3/2024
-------------	----------

2.a Item # / Description

2.b Item # / Description

2.c Item # / Description

2.d Item # / Description

	John Deere 6130M Cab Tractor with side and rear mowing decks

3 Quantity

4 Unit of Measure

5 Unit Cost

6 Extended Cost

7 Cost Center (Project)

8 Cost Type (Admin Only)

9 Cost Code (Activity)

10 Subledger (Admin Only)

11 Contract # / BOS:

12 Recommended Vendor

13 Scope of Work:

#2.a	3	#2.b	#2.c	#2.d
#2.a	\$	#2.b	#2.c	#2.d
#2.a	\$190,631.23	#2.b	#2.c	#2.d
#2.a	\$ 571,893.69	#2.b	\$ -	#2.d
#2.a		#2.b	\$ -	#2.d
#2.a		#2.b	#2.c	#2.d
#2.a		#2.b	#2.c	#2.d
#2.a		#2.b	#2.c	#2.d
#2.a		#2.b	#2.c	#2.d

Budget Available: _____

Deliver to-Pickup By / When: 3535 Hunt Hwy Santan Valley Az.

Attn / Phone: Jim Stalter 520 866 7037

14 Approval / Date

15 Approval / Date

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--	--

Admin Use Only:

Req Entered Date/By
Req Approval Date/By
Req Turned Date/By

PO ClosedDate/By _____



JOHN DEERE



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
500 N Eleven Mile Corner Rd
Casa Grande, AZ 85194
520-836-7481
salesleads@stotzeq.com

Quote Summary

Prepared For:

PINAL COUNTY
PO BOX 2973
FLORENCE, AZ 85132
Business: 520-866-6639
LORINA.GILLETTE@PINAL.GOV

Delivering Dealer:

Stotz Equipment
Brent Clarkson
500 N Eleven Mile Corner Rd
Casa Grande, AZ 85194
Phone: 520-836-7481
bclarkson@stotzeq.com

Customer agrees to read Operator's Manual before operation of equipment.

Quote ID: 30764709
Created On: 17 April 2024
Last Modified On: 19 June 2024
Expiration Date: 19 July 2024

Equipment Summary

	Selling Price	Qty	Extended
JOHN DEERE 6130M Cab Tractor	\$ 190,631.23 X	1 =	\$ 190,631.23

Contract: AZ Mohave Contract 20E-DEER-0825 (PG 3V CG 22)

Price Effective Date: August 1, 2022

Equipment Total

\$ 190,631.23

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 190,631.23
Trade In	
SubTotal	\$ 190,631.23
Est. Service Agreement Tax	\$ 0.00
Total	\$ 190,631.23
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 190,631.23

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment



Quote Id: 30764709

Customer Name: PINAL COUNTY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
500 N Eleven Mile Corner Rd
Casa Grande, AZ 85194
520-836-7481
xx3679@stotzeq.com

JOHN DEERE 6130M Cab Tractor

Hours:

Stock Number:

Contract: AZ Mohave Contract 20E-DEER-0825 (PG 3V CG 22)

Selling Price *
\$ 190,631.23

Price Effective Date: August 1, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
00R7L	6130M Cab Tractor	1	\$ 142,563.00	23.00	\$ 32,789.49	\$ 109,773.51	\$ 109,773.51
Standard Options - Per Unit							
183E	JDLink™ Modem	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
185A	Less Subscription	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	No package	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1436	PowrQuad™ PLUS 24F/24R - 40 km/h	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1755	No ISOBUS Ready / GreenStar™ Ready	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2084	6M Cab - Economy Cab with RH Console	1	\$ 2,579.00	23.00	\$ 593.17	\$ 1,985.83	\$ 1,985.83
2142	Standard Seat	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirrors - Manual Telescopic	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
2664	Premium Radio	1	\$ 1,147.00	23.00	\$ 263.81	\$ 883.19	\$ 883.19
3232	Hydraulic Pump - 80 l/min	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
3338	3 Mechanical SCVs (3 SCVs 450 Series)	1	\$ 1,293.00	23.00	\$ 297.39	\$ 995.61	\$ 995.61
3820	Rear PTO - 540/1000 rpm	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
4120	Draft Links with Telescopic Ball End - Category 2	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	Center Link with Ball End - Category 2	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Blocks	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Flange-Type Rear Axle	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00



JOHN DEERE

Selling Equipment



Quote Id: 30764709

Customer Name: PINAL COUNTY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Stotz Equipment
500 N Eleven Mile Corner Rd
Casa Grande, AZ 85194
520-836-7481
xx3679@stotzeq.com

5090	Adjustable Steel Wheels (Steel Disk)	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
5212	Rear Wheels 460/85R34	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
5999	Rear and Front Tire Brand - No preference	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
6045	4WD Front Axle - Unsuspended	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
6092	Adjustable Steel Wheels	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
6220	Front Wheels 380/85R24	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
7702	Shipment Preparation - by Ship Overseas	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
8307	Fuel Tank Bottom Guard	1	\$ 552.00	23.00	\$ 126.96	\$ 425.04	\$ 425.04
8380	Preparation for Front Auxiliary Drive	1	\$ 796.00	23.00	\$ 183.08	\$ 612.92	\$ 612.92
8763	Heavy Duty Rear Wheel Brakes	1	\$ 169.00	23.00	\$ 38.87	\$ 130.13	\$ 130.13
Standard Options Total			\$ 6,536.00		\$ 1,503.28	\$ 5,032.72	\$ 5,032.72
Technology Options/Non-Contract/Open Market							
1801	No AutoTrac™ Package	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
DDR144-CO	OPEN MARKET- 72" Side and 72" Rear Mower with Combo Lift - includes rear deflector, front chain guard on the rear mower o	1	\$ 75,825.00	0.00	\$ 0.00	\$ 75,825.00	\$ 75,825.00
Dealer Attachments Total			\$ 75,825.00		\$ 0.00	\$ 75,825.00	\$ 75,825.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 224,924.00		\$ 34,292.77	\$ 190,631.23	\$ 190,631.23



JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- 2000 John Deere Run
Cary, NC 27513

- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- Membership number if required by the contract

For any questions, please contact:

Brent Clarkson

Stotz Equipment
500 N Eleven Mile Corner Rd
Casa Grande, AZ 85194

Tel: 520-836-7481

Fax: 520-723-4780

Email: bclarkson@stotzeq.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

7/13/2023



**Modification of Contract
(Contract Extension)
(Page 1 of 3)**

Andrew Roman
Deere & Company
2000 John Deere Run
Cary, NC 27513

RE: Contract # 20E-DEER-0825 modification of contract through an extension of contract is made by, and between, Deere & Company and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave requests to extend contract 20E-DEER-0825 for a period of one (1) year, beginning 8/25/2023. The extension shall be under the same terms and conditions contained therein.

Provide your agreement to extend by completing the appropriate information below and on the following pages. If the contract is extended, Deere & Company agrees to provide products or prices as per 20E-0521.

By signing this Modification of Contract, you hereby certify to the best of your knowledge and belief that your firm complies with Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, 2 CFR § 200.450 and Federal Acquisition Regulation 52.203-11

We agree to **modify** and **extend** the contract as specified above, abiding by the current terms and conditions, and any attached clarifications.

Signature Andrew Roman Title Contract Administrator

Typed/Printed Name Andrew Roman Date July 21, 2023

Upon your signed, executed Modification of Contract through a Contract Extension, you shall be bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.

Nancy Colbaugh, CPPB
Contracts Manager
Mohave Educational Services Cooperative, Inc.
625 East Beale Street | Kingman, AZ 86401
Phone 928-718-3228 | Fax 928-718-3232

If all pages of this notice are not received at Mohave’s Kingman office on, or before, 8/25/2023, orders shall be held without processing. Email or fax completed extension to contracts@mesco.org or 928-718-3232.

To terminate the contract effective 8/25/2023, email or fax a notice of your request to cancel the contract to contracts@mesco.org or 928-718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 8/25/2023 may result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

Modification of Contract (Contract Extension)

(Page 2 of 3)

Requested Pricing Modifications

We list your contract as utilizing Percent off retail. Please confirm the following regarding pricing under your contract:

____ Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 8/25/2024.

____ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

X We are requesting a price modification. A price list/catalog will be submitted by September 15, 2023. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract extension until it has been reviewed and a Contract Modification through a pricing update/product addition has been issued. Current contract pricing will remain in effect until this process is complete.

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
Deere & Company
2000 John Deere Run
Cary, NC 27513

Remit to: Deere & Company
Accounts Receivable
21748 Network Place
Chicago, IL 60673-1217

Member Contact: Laura Beach
Contract Administrator: Andrew Roman
Phone Number: 501-472-3615
Fax Number:

Vendor Logo

Currently, we have the following logo on file for use on our website in our product/vendor finder:



If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Modification of Contract (Contract Extension)

(Page 3 of 3)

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

As a world leader in agriculture and grounds care, we're proud to offer value and service to your Mohave Educational Services Cooperative membership.

We pride ourselves on providing the Mohave member the most advanced and efficient lineup of tractors, mowers, utility vehicles and other land, lawn and grounds care equipment. We spend over million a day on research and development, and we build all our customer's feedback into every machine. Plus, every purchase includes the dedicated service of a local Arizona dealer with expert technicians, a comprehensive parts inventory, and our commitment to keep your operations moving safely and efficiently. Please consider us for your next purchase.

If you wish to revise or update the vendors benefits information we have on file, keep the following requirements in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- The description should give a brief overview for members who may be accessing information about your contract from our product vendor finder on Mohave's website.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at kristy@mesc.org or phone 928-718-3221.



Important Reqs and Certs Update [Show Details](#)
Mar 1, 2024



See All Alerts

Planned Maintenance Schedule [Show Details](#)
May 21, 2024



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All Words

e.g. 1606N020Q02

Search Results

Saved Searches



Select Domain
Entity Information



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Simple Search

Search Editor

- Any Words [i](#)
- All Words [i](#)
- Exact Phrase [i](#)

e.g. 123456789, Smith Corp

Entity ^

Entity Name

John Deere Company X ▼

John Deere Company X

Unique Entity ID

e.g. HTYR9YJHK65L ▼

CAGE / NCAGE

▼

Purpose of Registration ▼

Entity Type ▼

Socio-Economic Status ▼

Product or Service Information ▼

Registration with Debt Subject to Offset ▼

Location ▼

Entity Status ^

- Active Registration
- Inactive Registration
- ID Assigned

[Reset](#)



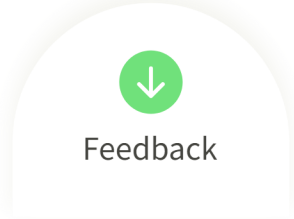
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Purchase Requisition

Req. Number
170537

Req. Date: 7/1/2024
Page: 1 of 2

Department Contact: KESSAY, TISHA Phone: - Branch Plant: PW-HUMAN RESOURCES-HURF Fund Source: PUBLIC WORKS/HIGHWAY	Ship to: PUBLIC WORKS- ADMIN OFFICES 85 N. FLORENCE ST 2ND FLOOR FLORENCE AZ 85132	Supplier: ROADWAY ASSET SERVICES, LLC 6001 W PARMER LANE, STE 370-1102 AUSTIN TX 78727 Phone: 623 - 640-2897 Fax: -
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Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov	Requested Delivery Date: 7/1/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
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The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity H-GAC
Contract Number HP08-21
Contract Expiry 7/31/2024

Reference:
 Proposal: RAS Pavement & Asset Management Services Proposal

Vendor Contact: Zac Thomason zthomason@roadwayassetservices.com

Department Contact: Michael Flores 520-866-6934 michael.flores@pinal.gov | Sylvia Mondejar sylvia.mondejar@pinal.gov

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS		Centerline Identification	\$0.00	\$1,950.00
2.00		LS		Field Set-up & GPS Network Cre	\$0.00	\$5,500.00
3.00	1,651.00	EA		Collect Street Network (test m (local roads one pass, arteria	\$90.00	\$148,590.00
4.00	655.00	MI		Collect Street Network (test mile)* (1 pass for all roads)	\$110.00	\$72,050.00
5.00	1,651.00	MI		Roadway Asset Inventory - (mod ASTM D6433 Artificial Intellig	\$40.00	\$66,040.00
6.00	1.00	DY		Onsite RAS Data Review (Days)	\$5,000.00	\$5,000.00
7.00	2,724.00	MI		Pavement Widths (Lane Miles) ³	\$8.00	\$21,792.00
8.00		LS		Cartegraph Data Load - pavemen condition & attributes (lump s	\$0.00	\$10,000.00
9.00	2,724.00	MI		Management Section (also calle Supersegment) Spatial Optimiza	\$10.00	\$27,240.00
10.00		LS		Cartegraph Pavement Analysis, Configuration, & Multi-Year PI	\$15,000.00	\$15,000.00
11.00		LS		Pavement Report with multi-yea Budget Scenarios (lump sum)	\$0.00	\$19,000.00

Req. Number
170537

Req Date: 7/1/2024
Page: 2 of 2

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
12.00	2,724.00	MI		Sign & Support Inventory with Condition (Lane Miles)	\$55.00	\$149,820.00
13.00	1,310.00	MI		Sign & Support Inventory with Condition (Lane Miles) - Dirt	\$55.00	\$72,050.00
14.00	2,724.00	MI		Pavement Markings Inventory (Lane Miles)	\$30.00	\$81,720.00
15.00	2,724.00	MI		Pavement Striping Inventory (Lane Miles)	\$40.00	\$108,960.00
16.00	2,724.00	MI		Signals Inventory (Lane Miles)	\$10.00	\$27,240.00
17.00	12.00	MO		Pavement Analysis 12-Month Sup Subscription (Invoiced Monthly)	\$3,000.00	\$36,000.00

Total Order: \$867,952.00



May 20th, 2024

Pinal County Public Works Department
85 North Florence St, Bldg F
Florence, AZ 85132

Attention: Michael Flores, Senior Civil Engineering Technician

Reference: RAS Pavement & Asset Management Services Proposal

Dear Mr. Flores,

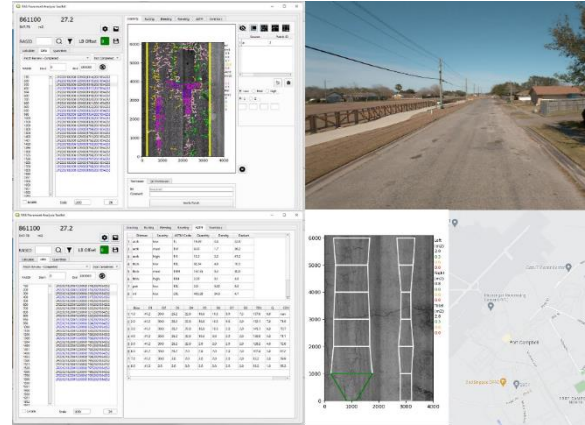
I appreciate you taking the time to discuss the Pinal County pavement and asset management needs with Roadway Asset Services, LLC (RAS). RAS is headquartered in Austin Texas with a regional office in Chandler and Mesa Arizona. Our team is a full-service pavement and asset management consultant that collects pavement performance data using laser based automated technologies and analyzes the data using sound financial optimization modeling. In addition, our services include the configuration of many available 3rd party pavement management programs such as **Cartegraph**, Lucity EAM, BOSS™, PAVER, Streetlogix, Brightly, DOT, Agile Assets, Vueworks, and many others. **In the last 5 years, RAS executive team members have managed over 100,000 miles of pavement condition and asset inventory data.**

RAS has invested in the most sophisticated fleet of roadway asset collection (RAC) vehicles and pavement analysis tools for automated data collection that provides a **100% linear assessment of the roads driven**. This methodology removes the subjectivity of rating small sample areas of the road segment. Unlike many of our competitors, **RAS utilizes a ROW capture system to provide an immersive 360 view versus stationary independent camera views.**



Furthermore, RAS' RAC vehicles have **received independent inertial profiler certification for accuracy and repeatability from the National Center for Asphalt Technology at Auburn University. RAS has a fleet of 4 RAC vehicles** to ensure the County that we have the staff and resources to complete this assignment in a timely manner. In addition to our fleet, our strategic partnership with our equipment manufacturer allows us to mobilize **additional identical RAC vehicles** should capacity need to be expanded upon due to weather or unforeseen mechanical delays.

After data is collected in the field and uploaded to the office environment, it is imported using the RAS AI pavement rating tool **Road TRIP™ (Technical Rating Intelligence Program)**. The import process creates mappings to the data so that users do not need to keep track of where the data is stored on central data server(s). At this stage, the major data processing tasks also occur, such as generation of right-of-way and pavement image streams; calculation of profile, roughness, rutting, detection of cracks, lane-markings, man-made objects, and other distresses. The detected cracks are overlaid on the pavement images and offset to assist with the verification of the detected cracks. During reporting, the distress cracks are defined by road zone and accumulated according to the units defined in the client specification. The severity levels are identified based upon the defined limits (ASTM D6433) and verified for resolution through visual quality control checks of image files. Where density metrics are required, these are determined using the length of the interval being reported and the width of road zones included.



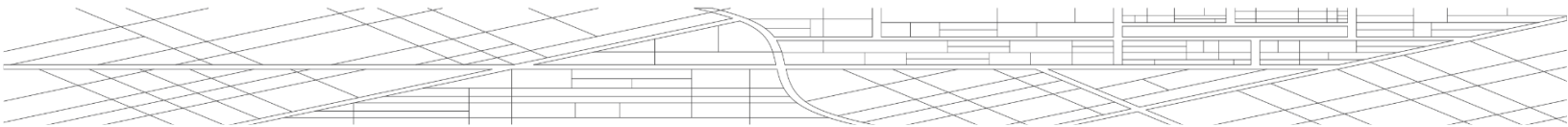
Integration with Cartegraph OMS

As a strategic business partner of Cartegraph, the RAS team is commonly tasked with importing new pavement inspection data into an agency's production Cartegraph environment. A typical Cartegraph import happens in two phases as follows:

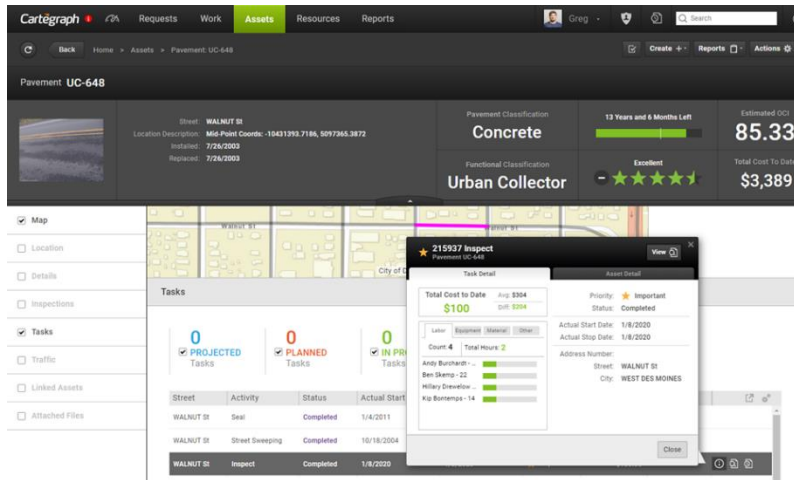
Phase I: Test Environment – most agencies operating an enterprise system such as Cartegraph OMS have a test environment specifically set up for vendors to test a data load prior to moving into production. During this stage, the RAS team formats the segment level distress extent and severity data for import into the Cartegraph OMS software. The data is loaded as a new inspection such that it DOES NOT overwrite any legacy data within the software. Old inspections are retained and simply no longer utilized for budgetary modeling purposes.



Data formats for Cartegraph users includes rolling up the RAS detailed inspection data to match the Cartegraph segmentation and ensuring all data is linked to the appropriate CartID. The distress types are confirmed to be in the correct order and extent/severity data populated. Cartegraph contains its own ASTM D6433 calculator so it is critical to load the detailed data correctly. While RAS routinely imports data to Cartegraph, we find it imperative to begin with a test environment to fully ensure data integrity.



Phase II: Production Environment – Upon completion of the import to the test environment, the RAS

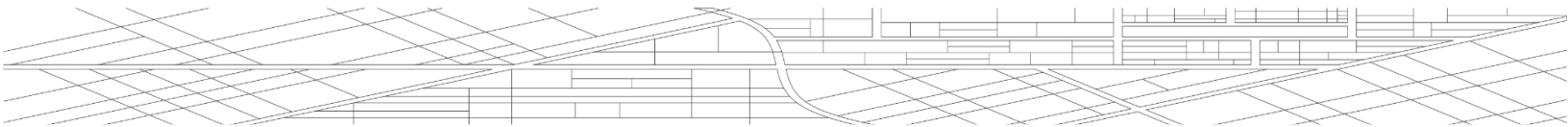


Team has our Cartegraph support team review the loaded data to ensure there are no gaps in the data structure or format. Upon acceptance of Cartegraph, the RAS team moves the database into the County's production environment, generally in off-hours to ensure minimal downtime for County Staff and Services. RAS has the team, resources, and expertise to conduct a seamless production load to Cartegraph.

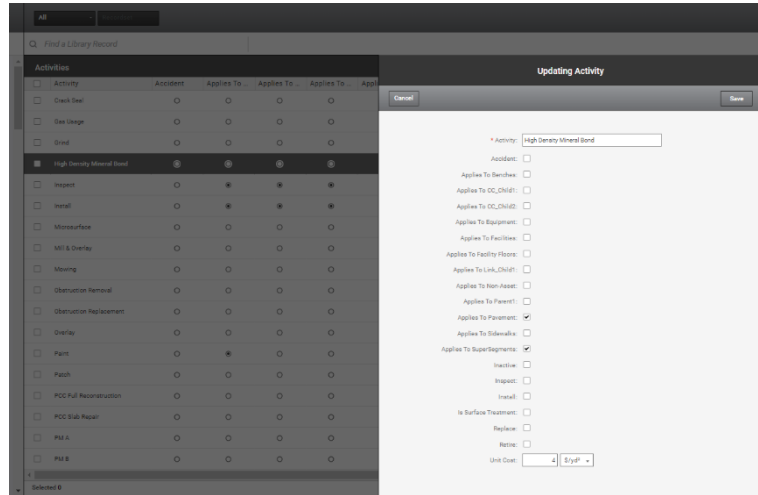
Cartegraph Scenario Builder Configuration Workflow

While running the models themselves might seem straight-forward, the RAS approach to such an analysis involves the following sequences and client engagements during the process:

- **Current database review** – most issues can be resolved at the initiation of a project by completing a brief review of the County's existing GIS and Cartegraph OMS setup. All RAS projects begin with a review by our Project Manager. Any recommended changes to the segmentation or budgetary model configuration will be discussed during this stage. The benefit of the RAS team in this stage is in their intimate knowledge of Cartegraph OMS configuration, including areas of recommended improvement.
- **Maintenance & Rehabilitation Setup** – to ensure the results of the budget model runs meet the County's expectations, Scot Gordon will discuss the County's current Maintenance and Rehabilitation setup within the Cartegraph OMS system. As a Professional Engineer with extensive pavement experience, Scot is well versed with the application of pavement rehabilitation techniques, trigger points, real-world impact to OCI, and life cycles. As a part of this process, RAS will work with the County to determine the right treatment (prescription) at the right time. As completed with many agencies across the Country, RAS will work with County staff to review the existing pavement rehabilitation model parameters that are currently setup within the Cartegraph OMS "Scenario Builder". These parameters will be updated based on actual County expenditures for each activity and real-world life cycle estimates that relate to PCI impact. This includes reviewing Min/Max PCI, Breakpoint PCI, decision trees for treatments, costs, and reset PCI values.

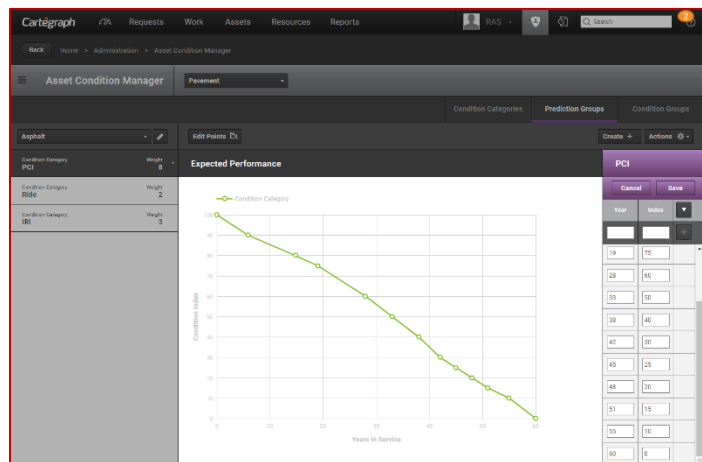


RAS can also discuss other treatments that the County may or may not be using, their benefits, their return on investment, and their adoption across the County. The results of the scenarios would include investment benefit information indicating the cost per square foot of benefit for each maintenance strategy based on rehabilitation costs. This can be reported in a number of ways, but most commonly as the cost per square foot to increase the PCI by increments of 1 point.

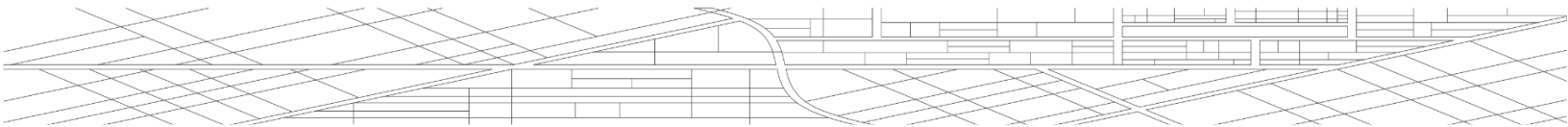


- Deterioration Curves** – forecasting pavement conditions within Cartegraph requires a detailed set of pavement deterioration curves for each roadway traffic classification, pavement material type, etc. as designated by the pavement management system. Scot will review the existing deterioration curves to ensure they still reflect realistic degradation rates in the County. If alterations to the curves are necessary, Scot will lead the update with the team prior to the production data load into Cartegraph. Scenario Builder will pull data from your Cartegraph performance curves, activities, impacts, and more to create clear, accurate predictions on everything from OCI gains to budget impact. Scot Gordon and the RAS team have developed hundreds of deterioration curves based on collected data. Scot will work with the historical data from Pinal County, along with the collected data from this project, to develop updated and further refined deterioration curves for each combination of street classification and pavement surface type, representative of the Pinal County climate.

RAS has protocols in place that preserves historical collection data and utilizes past surveys to assist in modeling through documenting the change in conditions between past surveys and the current collected data. RAS will make the comparisons between the surveys easily viewable for County staff to determine if outliers exist. An example of data integration between collection cycles comes from Scot and the RAS Team's work with the City of San Antonio Cartegraph OMS data. Scot provided the City a method to determine the age of each pavement section and refine the

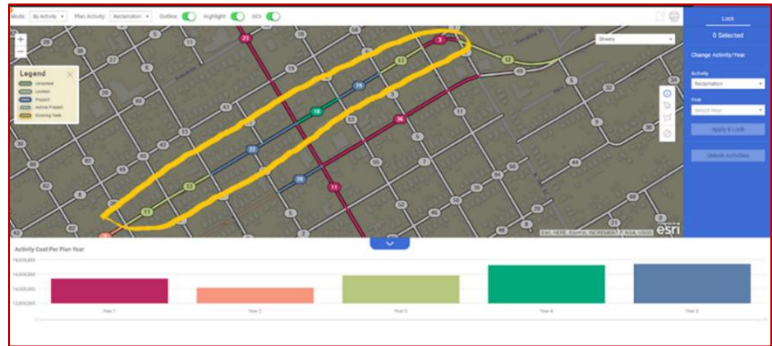


City of San Antonio Cartegraph OMS data. Scot provided the City a method to determine the age of each pavement section and refine the



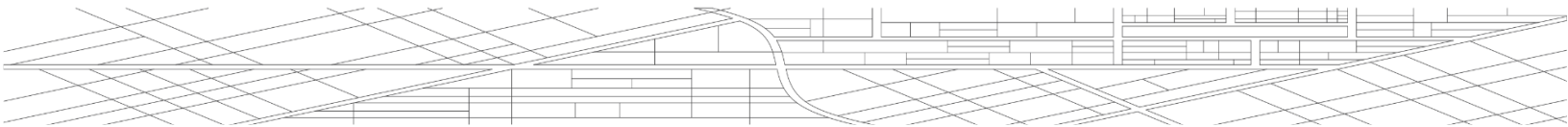
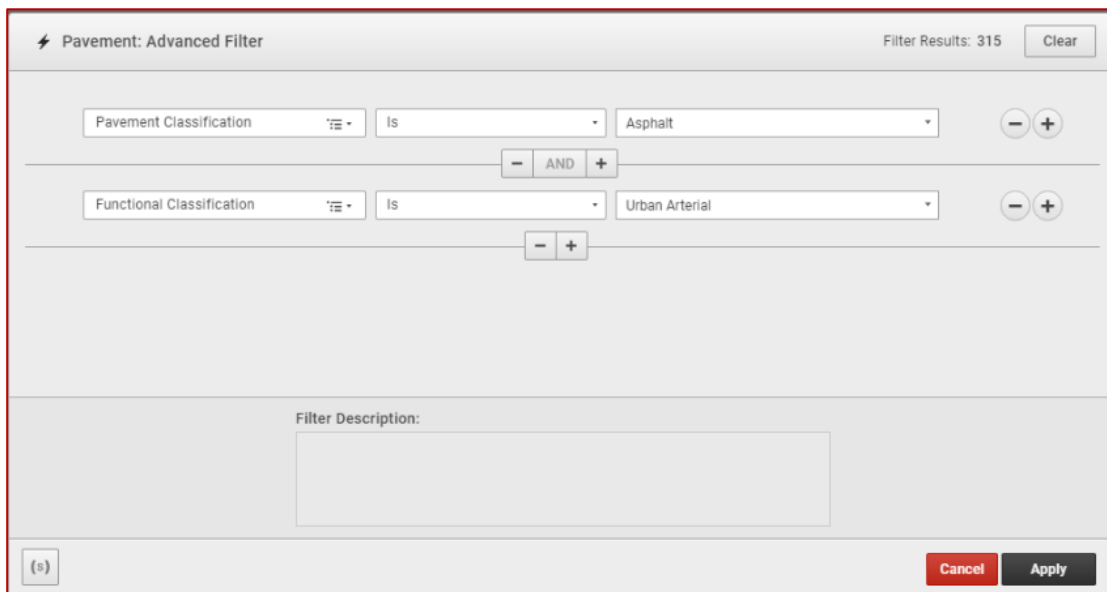
deterioration curves by evaluating the decrease in PCI per year from historical pavement evaluation data. The delta decrease, or difference in PCI value per year, along with the range of PCI value of the roadway provided guides to shape the deterioration curve at each age.

- **Supersegment Development** – the Cartegraph Scenario Builder module runs models on the layers loaded into the system. While older versions of Cartegraph could only house a single layer, Cartegraph now gives users the ability to house a Supersegment layer, which is simply multiple segments stitched together to form a logical project or management section. The benefit of utilizing a Supersegment layer for use in Scenario Builder is that it runs the budgetary scenario and the project level, producing real-world rehabilitation plans that are ready for County review, modification, or acceptance. Our team will also provide recommendations to County staff for best practices in developing practically sized Supersegments to yield model results that can be acted upon. A Microsoft Access database of final configuration, setup, model, etc. will be provided to the County.



Infusing Optimization into the Cartegraph OMS Analysis

Optimization is a broad-based term that has many different definitions. For most pavement management systems, optimization is the ability to prioritize a multi-year rehabilitation plan using several different factors that are important to Pinal County and based on sound engineering constraints. For example, RAS commonly configures the Scenario Builder “Asset Filters” that allows our team to assign a different set of maintenance and rehabilitation activities for roadways of different pavement type, traffic, and strength.

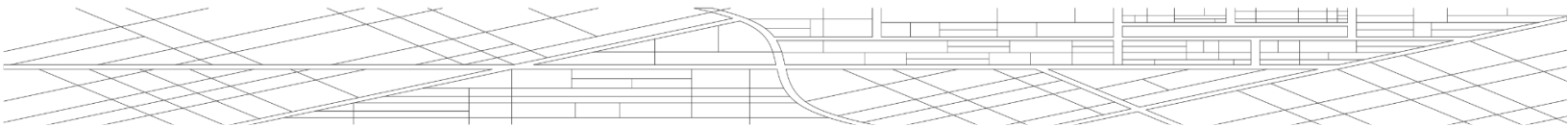


With the Asset Filters setup, our team then assigns “Criticality” factors to each functional classification, pavement type, and pavement strength rating that assist in prioritizing the multi-year plan and the development of an optimized rehabilitation plan. **However, this is only the beginning of an RAS Optimized Multi-Year Plan.**

The RAS team also includes a true **Financial Optimization Framework (FOF)** as a part of the Cartegraph OMS analysis. While the user could run a multi-year plan using the assigned “Asset Criticality” only, RAS prefers to infuse financial optimization through the use of the “Deferred Unit Cost” sequence logic.

* Activity Sequence:	
Asset Criticality Weight:	Asset Criticality
Estimated OCI Weight:	Asset Criticality and Highest Estimated OCI
Recommend Single Activity By:	Asset Criticality and Lowest Estimated OCI
Inflation Rate:	Deferred Unit Cost And Asset Criticality
Description:	Deferred Unit Cost And Lowest Estimated OCI
	Deferred Unit Cost And Years Remaining
	Projected Date

This sequence option allows the analysis to consider the future costs of deferring segments and allowing them to fall into the next more expensive rehab category. By calculating the cost of deferral, the sequence also identifies the “Need Year” of each segment and prioritizes the highest cost of deferrals while focusing on selecting critical roads that are within a few points of dropping into the next category. The “Deferred Unit Cost” sequencing is traditionally combined with the customized criticality assignments in an effort to generate a truly financially optimized pavement management program.



County Commissioner Presentations

The RAS team can provide a public presentation to the County Commission, including data, charts, and all summary data to showcase the results of the pavement condition survey. Zac Thomason and Scot Gordon have extensive experience preparing and presenting results of pavement and asset conditions assessments, as



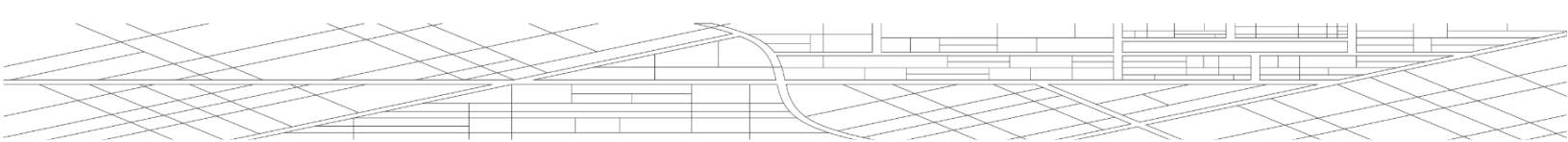
well as pavement budget scenarios and maintenance plans to Councils and Commissions as final reports. This is a standard scope that we provide to all our asset management clients.

Optional Pavement Analysis 12-Month Support Subscription (Invoiced Monthly)

As a dedicated pavement and asset management consultant, RAS is committed to the long-term success and improvement of the County’s roadways. As such, RAS can provide on-call pavement and pavement analysis support related specifically to Cartegraph and/or the industry itself. Support activities can include the common tasks identified in the adjacent table or even ad-hoc requests such as running a new budget scenario requested by County Administration. The 12-month support subscription is meant to be flexible and provide the County with immediate access to consulting services that are dedicated to the use of the Cartegraph pavement module and pavement/asset management expertise. Hours can be used for additional training or even the assignment of tasks to the RAS

Subscription Support Services	Up to 200 Hours
Age Condition Data	●
Completed Work Update	●
Planned Work Update	●
Update Unit Rates	●
Refresh Budgets	●
Update Analysis Maps	●
Update Written Report	●
Modify Street Segment Inventory	●
Modify Deterioration Curves	●
Modify Treatment Strategies	●
Modify Supersegments	●
On-Call Pavement Module Support	●
On-Call Professional Services Support	●

support team such as programming in County completed work on a monthly basis, assigning tasks (planned work), modifying supersegments when projects do not match their existing geometry, running ad-hoc budgetary scenarios, refreshing PCI, or even simply consulting on best practices related to the use of pavement preservation techniques and pavement design.



Below you will find a summary of the budget associated with the services discussed during our meeting. In addition to the pavement management analysis services listed below, we have also provided optional costs for the development of Right of Way Asset Inventories.

Pinal County, Arizona Pavement Condition Survey				
Task	Description	Units	Unit Cost	Fee
Required Services				
1	Centerline Identification & Review (lump sum) ¹	1	\$1,950	\$1,950
2	Field Set-Up & GPS Network Creation (lump sum)	1	\$5,500	\$5,500
3	Collect Street Network (test miles) 1 pass testing on residential roads, 2 pass testing on arterials/collectors ²	1651	\$90	\$148,590
4	Dirt Roadway Image Collection	655	\$110	\$72,050
5	Roadway Asset Inventory - (PCI Only) (Artificial Intelligence Tools) (test miles) ²	1651	\$40	\$66,040
6	Onsite RAS Data Review of Pilot (Days)	1	\$5,000	\$5,000
7	Pavement Widths (Lane Miles) ³	2724	\$8	\$21,792
8	Cartegraph Data Load - pavement condition & attributes (lump sum)	1	\$10,000	\$10,000
9	Management Section (also called Supersegment) Spatial Optimization (lane mile) ³	2724	\$10	\$27,240
10	Cartegraph Pavement Analysis, Parameter Configuration, & Multi-Year Plan (lump sum) ⁴	1	\$15,000	\$15,000
11	Pavement Report with multi-year Budget Scenarios (lump sum)	1	\$19,000	\$19,000
12	Sign Inventory & Assessment (Lane Miles)	2724	\$55	\$149,820
13	Sign Inventory & Assessment (Lane Miles) - Dirt Roads	1310	\$55	\$72,050
14	Markings Inventory & Assessment (Lane Miles)	2724	\$30	\$81,720
15	Striping Inventory & Assessment (Lane Miles)	2724	\$40	\$108,960
16	Traffic Signal Inventory & Assessment (Lane Miles)	2724	\$10	\$27,240
17	Pavement Analysis 12-Month Support Subscription (Invoiced Monthly) ⁵	12	\$3,000	\$36,000
Total Fee⁵				\$867,952

¹Assumes centerline file will be provided in GIS.

²Arterials and Collectors are two pass collection and residential are one pass collection. Based upon County supplied mileage.

³Accounts for full cross section of roadway (Lane Mile = Centerline Mile X 2)

⁴To be generated using the County's Cartegraph Scenario Builder software.

⁵Bill monthly, lump sum based on percent complete for each task item.

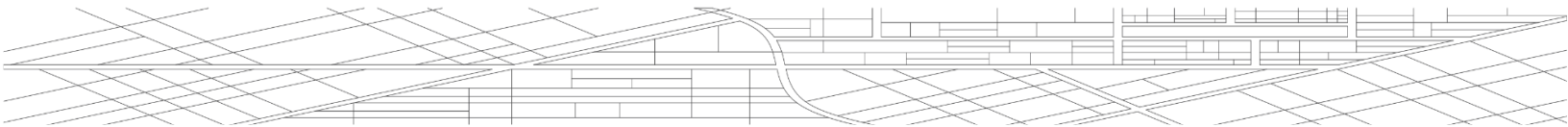
⁶Up to 200 hours annually, assumes all work to be completed through remote sessions, renewed annually

Task	Optional Services Description	Units	Unit Cost	Fee
18	Sr GIS Analyst (Hours)	1	\$150	\$150
19	Project Manager (Hours)	1	\$160	\$160
20	Pavement Consultant (Hours)	1	\$200	\$200
21	Sr. Pavement Consultant (Hours)	1	\$275	\$275
22	Videologger & Data Viewer (Web Hosted)	1	\$17,000	\$17,000
23	Sidewalk Inventory & Assessment (Lane Miles)	2724	\$40	\$108,960
24	ADA Ramp Inventory & Assessment (Lane Miles)	2724	\$30	\$81,720
25	Curb/Gutter Inventory & Assessment (Lane Miles)	2724	\$45	\$122,580

We look forward to building a long-term relationship with Pinal County and please do not hesitate to reach out with any questions or comments regarding these services.

Sincerely,

Zac Thomason, MBA
Senior Vice President
Roadway Asset Services, LLC.





CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

HP08-21

Date Prepared:

5/29/2024

*This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.*

Buying Agency:	Pinal County, Arizona	Contractor:	H2O Partners
Contact Person:	Michael Fores, Senior Civil Eng. Tech	Prepared By:	Melissa Trent
Phone:	520-866-6934	Phone:	512-740-5014
Fax:		Fax:	
Email:	michael.flores@pinal.gov	Email:	mtrent@h2opartnersusa.com

Catalog / Price Sheet Name:	
General Description of Product:	

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Centerline Identification (lump sum)	\$ 1,950.00	\$ 1,950.00
1	Field Set-Up & GPS Network Creation (lump sum)	\$ 5,500.00	\$ 5,500.00
1651	Collect Street Network (test mile)* (local roads one pass, arterials/collectors 2 pass) (paved roads)	\$ 90.00	\$ 148,590.00
655	Collect Street Network (test mile)* (1 pass for all roads) (unpaved roads)	\$ 110.00	\$ 72,050.00
1651	Roadway Asset Inventory - (modified ASTM D6433 Artificial Intelligence with 100% rating: PCI) (test miles) ²	\$ 40.00	\$ 66,040.00
1	Onsite RAS Data Review (Days)	\$ 5,000.00	\$ 5,000.00
2724	Pavement Widths (Lane Miles) ³	\$ 8.00	\$ 21,792.00
1	Cartograph Data Load - pavement condition & attributes (lump sum)	\$ 10,000.00	\$ 10,000.00
2724	Management Section (also called Supersegment) Spatial Optimization (lane mile) ³	\$ 10.00	\$ 27,240.00
1	Cartograph Pavement Analysis, Parameter Configuration, & Multi-Year Plan (lump sum) ⁴	\$ 15,000.00	\$ 15,000.00
1	Pavement Report with multi-year Budget Scenarios (lump sum)	\$ 19,000.00	\$ 19,000.00
2724	Sign & Support Inventory with Condition (Lane Miles)	\$ 55.00	\$ 149,820.00
1310	Sign & Support Inventory with Condition (Lane Miles) - Dirt Roads	\$ 55.00	\$ 72,050.00
2724	Pavement Markings Inventory (Lane Miles)	\$ 30.00	\$ 81,720.00
2724	Pavement Striping Inventory (Lane Miles)	\$ 40.00	\$ 108,960.00
2724	Signals Inventory (Lane Miles)	\$ 10.00	\$ 27,240.00
	Based on 100% coverage of lanes driven*		
Total From Other Sheets, If Any:			
H2O/RAS will bill lump sum based on percent complete for each task item			Subtotal A: \$ 831,952.00

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
12	Pavement Analysis 12-Month Support Subscription (Invoiced Monthly) ⁶	\$3,000	\$ 36,000.00
			\$ -
Total From Other Sheets, If Any:			
			Subtotal B: \$ 36,000.00

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

4%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

	Subtotal C:	\$ -
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Delivery Date:

D. Total Purchase Price (A+B+C):

\$ 867,952.00

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - H2O Partners, Inc. - Public Services - ID: 7252

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and H2O Partners, Inc., hereinafter referred to as the Contractor, having its principal place of business at 260 Addie Roy Road, Suite 150, Austin, TX 78746.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises

such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Aug 01 2021 and ends Jul 31 2023. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under

all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written

notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are

contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract

clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within

thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

H2O Partners, Inc.

Signature  0A988C0878D54DB...

Name Jo Ann Howard

Title President

Date 8/18/2021

H-GAC

Signature  82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 8/23/2021

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - H2O Partners, Inc. - Public Services - 7252

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER may choose to enter into an End User Master Agreement ("EUA") with the Contractor through this Master Agreement, and that the term of the EUA may exceed the term of the current H-GAC Master Agreement. H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with END USERS. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder,

proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a

Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.

- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the END USER. Contractor shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the Customer.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 11: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any Customer.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 12: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 13: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering Customer, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 14: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. Customer Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 15: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the Customer.

ARTICLE 16: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 17: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively

declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 18: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 19: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by Customers for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC Customers may decide not to purchase from Contractor. Additionally, H-GAC Customers may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 20: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by Customer for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs. With respect to products purchased by Customer for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by Customer regarding such programs.

ARTICLE 21: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a Customer using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The Customer must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, the it shall work with the Customer to provide all required certifications and other documentation needed to show compliance.

ARTICLE 22: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 23: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and Customer Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 24: CLEAN AIR AND WATER POLLUTION CONTROL ACT

Customer Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 25: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of ,000 that involve the employment of mechanics or laborers must include

a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of ,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding ,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ,000 and not more than ,000 for each such failure.

ARTICLE 29: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 30: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

HGACBuy

Attachment A**H2O Partners, Inc.****All Hazards Preparedness, Planning, Consulting & Recovery Services****Contract No.: HP08-21**

H2O Partners Labor Category	Hourly Rates
Project Executive/Principal	\$215.00
Quality Control Officer	\$180.00
Subject Matter Expert	\$160.00
Program Manager	\$185.00
Project Manager	\$160.00
Senior Consultant	\$155.00
Staff Consultant	\$120.00
Associate Consultant	\$110.00
Senior Planner	\$132.00
Associate Planner	\$120.00
Planner	\$110.00
GIS Specialist	\$110.00
Senior Grant Manager	\$132.00
Grant Manager	\$120.00
Senior Closeout Specialist	\$120.00
Closeout Specialist	\$110.00
Cost Estimator	\$110.00
Senior Insurance Specialist	\$155.00
Insurance Specialist	\$135.00
Environmental Specialist	\$135.00
Construction Manager	\$135.00
Construction Inspector	\$120.00
Eligibility Manager	\$155.00
Eligibility Analyst	\$120.00
Eligibility Consultant	\$110.00
Senior Case Manager	\$120.00
Case Manager	\$110.00
Technical Support Specialist	\$110.00

HGACBuy

Support Specialist	\$95.00
Publisher/Graphic Design	\$143.00
Senior Technical Writer	\$147.00
Technical Writer	\$100.00
IT System Management	\$124.00
IT System Support	\$107.00
Education & Outreach Specialist (Master)	\$135.00
Education & Outreach Specialist (Senior)	\$120.00
Education & Outreach Specialist (Mid)	\$110.00
Training Performance Consultant	\$120.00
Continuing Education Coordinator	\$110.00
Editor	\$147.00
Curriculum Development/Designer	\$147.00
Administrative Specialist	\$90.00
Roadway Asset Services (RAS) Management Labor Category	Hourly Rates
Training Services	\$150.00
Data Collection Specialist	\$100.00
Database Administrator	\$120.00
Senior Database Administrator	\$150.00
GIS Technician	\$90.00
GIS Analyst	\$110.00
Senior GIS Analyst	\$150.00
Programmer I	\$100.00
Programmer II / AMS Specialist	\$150.00
Pavement Subject Matter Expert	\$275.00
Transportation Subject Matter Expert	\$200.00
Asset Management Subject Matter Expert	\$200.00
Project Manager	\$160.00
Senior Project Manager	\$200.00
Principal-in-Charge	\$300.00
Pavement Consultant	\$200.00
Senior Pavement Consultant	\$275.00
Arborist	\$200.00
Unmanned Aerial Vehicle (UAV) Pilot in Command	\$210.00
Unmanned Aerial Vehicle (UAV) Pilot	\$185.00
Sensor Operator for Remote UAV	\$185.00
Visual Observer for Remote UAV	\$160.00
Roadway Asset Services (RAS) Inventory	Rates
Centerline Identification (lump sum)	\$1,950.00
Field Set-up & GPS Network Creation (lump sum)	\$5,500.00
Project Calibration Site Survey (lump sum)	\$2,500.00
Collect Street Network (test mile)	\$80.00

HGACBuy

Pavement Condition Index - ASTM D6433 surveys (PCI) (test mile)	\$50.00
Pavement Condition Index-ASTM D6433 (PCI) 100% rating of test mile driven	\$150.00
Pavement Condition Index - Modified ASTM D6433 Artificial Intelligence with 100% rating (PCI) (test mile)	\$40.00
Alley inventory (paved) (lane mile)	\$60.00
Alley inventory (unpaved) (lane mile)	\$70.00
GIS Street Centerline Creation (lane mile)	\$60.00
Pavement Widths (lane mile)	\$12.00
Signs (lane mile)	\$45.00
Signs, with no conditions rating (lane mile)	\$38.00
Signs, Nighttime Retroreflectivity, visual assessment (lane mile)	\$36.00
Sidewalks (lane mile)	\$40.00
Sidewalks, with no condition rating (lane mile)	\$32.00
Sidewalk Obstructions (lane mile)	\$30.00
ADA Ramps (lane mile)	\$30.00
ADA Ramps, with no condition rating (lane mile)	\$25.00
Signals (lane mile)	\$30.00
Inlets (lane mile)	\$30.00
Curb and Gutter (lane mile)	\$45.00
Curb and Gutter, with no condition rating (lane mile)	\$35.00
Pavement Markings (lane mile)	\$30.00
Pavement Striping (lane mile)	\$40.00
Water Valves (lane mile)	\$25.00
Control/vault boxes (lane mile)	\$25.00
Backflow and backflow enclosures (lane mile)	\$25.00
Fire Hydrants (lane mile)	\$25.00
Manholes (lane mile)	\$25.00
Street Lights (lane mile)	\$30.00
Transformers (lane mile)	\$25.00
Parking Meters (lane mile)	\$25.00
Utility Poles (lane mile)	\$30.00
Meter Boxes (lane mile)	\$25.00
Street Trees, location only (no tree species information) (lane mile)	\$90.00
Retaining Walls (lane mile)	\$40.00
Mailboxes (lane mile)	\$25.00
Driveways (Drive path) (lane mile)	\$45.00
Bus Shelters (lane mile)	\$25.00
Guardrails (lane mile)	\$25.00
Bike Lanes and Bike Lane Hazards (lane mile)	\$25.00
Bikeway Bollards (lane mile)	\$20.00
Traffic Calming Devices (lane mile)	\$30.00
ITS Beacons (lane mile)	\$25.00
ITS System Cabinets (lane mile)	\$30.00
ITS Pullboxes (lane mile)	\$35.00
ITS Service Connections (lane mile)	\$30.00
ITS Poles (lane mile)	\$30.00
ITS Dynamic Message Signs (lane mile)	\$20.00
Medians (lane mile)	\$60.00
Bridge Locations (lane mile)	\$30.00
Streetscapes (lane mile)	\$60.00
Parks and Recreation Facilities (unit)	\$60.00
Trail and bike path Inventory (mile)	\$60.00
GIS Delivery and Metadata Documentation (lump sum)	\$10,200.00
Pavement Report with 1 round of multi-year Budget Scenarios (lump sum)	\$25,000.00
Pavement Report without multi-year Budget Scenarios (lump sum)	\$15,000.00
3 additional PCI forecast scenarios (lump sum)	\$5,000.00

HGACBuy

Onsite RAS data reviews (per day)	\$2,500.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Arterial and Collector Roads (lane mile)	\$145.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Local/Residential Roads (lane mile)	\$170.00
Falling Weight Deflectometer (FWD) analysis and reporting (SCI value in tables) (lane mile)	\$160.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) analysis and reporting (SCI value in tables and GPR thickness tables) (lane mile)	\$320.00
Mobilization for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (lump sum)	\$15,000.00
Traffic Control for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (day)	\$2,000.00

AMENDMENT No. 1 to CONTRACT No. HP08-21
For
All Hazards Preparedness, Planning, Consulting & Recovery Services
Between
HOUSTON-GALVESTON AREA COUNCIL
And
H2O Partners, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

Clarifies Articles 26, 27, and 28 in Master Special Provisions of the above referenced Agreement (#7252) should read as follows:

ARTICLE 26: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all Customer Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 27: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, a Customer may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the Customer regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to Customer will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 28: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Customer. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative

Master Agreement.


- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- 3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas


DocuSigned by:

82EC270D5D61423...

Chuck Wemple, Executive Director

1/5/2022

Date: _____

Signed for: **H2O Partners, Inc.**

DocuSigned by:

70D01B4BC3E44AD...

Eric Howard Vice President

1/3/2022

Date: _____

Printed Name & Title:

AMENDMENT No. 2 to CONTRACT No. HP08-21
For
All Hazards Preparedness, Planning, Consulting & Recovery Services
Between
HOUSTON-GALVESTON AREA COUNCIL
And
H2O Partners, Inc.


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July, 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

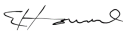
Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:

82EC270D5D61423...

Chuck Wemple, Executive Director

Date: 7/3/2023

Signed for: **H2O Partners, Inc.**

DocuSigned by:

70D01B4BC3E44AD...

Eric Howard Vice President

Printed Name & Title:

Date: 6/30/2023

HGAC Form D**Solicitation:
HP08-21****H2O Partners, Inc.****All Hazards Preparedness, Planning, Consulting & Recovery Services**

Labor Category	Hourly Rates April 2023
Project Executive/Principal	\$215.00
Quality Control Officer	\$180.00
Subject Matter Expert	\$160.00
Program Manager	\$185.00
Project Manager	\$160.00
Senior Consultant	\$155.00
Staff Consultant	\$120.00
Associate Consultant	\$110.00
Senior Planner	\$132.00
Associate Planner	\$120.00
Planner	\$110.00
GIS Specialist	\$110.00
Senior Grant Manager	\$132.00
Grant Manager	\$120.00
Senior Closeout Specialist	\$120.00
Closeout Specialist	\$110.00
Cost Estimator	\$110.00
Senior Insurance Specialist	\$155.00
Insurance Specialist	\$135.00
Environmental Specialist	\$135.00
Construction Manager	\$135.00
Construction Inspector	\$120.00
Eligibility Manager	\$155.00
Eligibility Analyst	\$120.00
Eligibility Consultant	\$110.00
Senior Case Manager	\$120.00
Case Manager	\$110.00
Technical Support Specialist	\$110.00
Support Specialist	\$95.00
Publisher/Graphic Design	\$143.00

Senior Technical Writer	\$147.00
Technical Writer	\$100.00
IT System Management	\$124.00
IT System Support	\$107.00
Education & Outreach Specialist (Master)	\$135.00
Education & Outreach Specialist (Senior)	\$120.00
Education & Outreach Specialist (Mid)	\$110.00
Training Performance Consultant	\$120.00
Continuing Education Coordinator	\$110.00
Editor	\$147.00
Curriculum Development/Designer	\$147.00
Administrative Specialist	\$90.00
Roadway Asset Services (RAS) Management	
Additional RAS Project work: Training Services	\$150.00
Additional RAS project work: Data Collection Specialist	\$100.00
Additional RAS project work: Database Administrator	\$120.00
Additional RAS project work: Senior Database Administrator	\$150.00
Additional RAS project work: GIS Technician	\$90.00
Additional RAS project work: GIS Analyst	\$110.00
Additional RAS project work: Senior GIS Analyst	\$150.00
Additional RAS project work: Programmer I	\$100.00
Additional RAS project work: Programmer II / AMS Specialist	\$150.00
Additional RAS project work: GIS Software Architect	\$150.00
Additional RAS project work: Senior GIS Software Architect	\$175.00
Additional RAS project work: Pavement Subject Matter Expert	\$275.00
Additional RAS project work: Transportation Subject Matter Expert	\$200.00
Additional RAS project work: Asset Management Subject Matter Expert	\$200.00
Additional RAS project work: Project Manager	\$160.00
Additional RAS project work: Senior Project Manager	\$200.00
Additional RAS project work: Principal-in-Charge	\$300.00
Additional RAS project work: Pavement Consultant	\$200.00
Additional RAS project work: Senior Pavement Consultant	\$275.00
Additional RAS project work: Arborist	\$200.00
Additional RAS project work: Unmanned Aerial Vehicle (UAV) Pilot in Command	\$210.00
Additional RAS project work: Unmanned Aerial Vehicle (UAV) Pilot	\$185.00
Additional RAS project work: Sensor Operator for Remote UAV	\$185.00

Additional RAS project work: Visual Observer for Remote UAV	\$160.00
Roadway Asset Services (RAS) Inventory	Rates
Centerline Identification (lump sum)	\$1,950.00
Field Set-up & GPS Network Creation (lump sum)	\$5,500.00
Project Calibration Site Survey (lump sum)	\$2,500.00
Collect Street Network (test mile)	\$112.00
Roadway Asset Inventory - ASTM D6433 surveys (PCI) (test mile)	\$50.00
Roadway Asset Inventory-ASTM D6433 (PCI) 100% rating of test mile driven	\$150.00
Roadway Asset Inventory - modified ASTM D6433 Artificial Intelligence with 100% rating (PCI) (test mile)	\$40.00
Alley inventory (paved) (lane mile)	\$84.00
Alley inventory (unpaved) (lane mile)	\$84.00
GIS Street Centerline Creation (lane mile)	\$60.00
Pavement Widths (lane mile)	\$12.00
Sign & Support Inventory with Condition (lane mile)	\$60.00
Sign Inventory (lane mile)	\$45.00
Sign Inventory, with no conditions rating (lane mile)	\$38.00
Signs, Nighttime Retroreflectivity, visual assessment (lane mile)	\$44.00
Sidewalks Inventory (lane mile)	\$40.00
Sidewalks Inventory, with no condition rating (lane mile)	\$32.00
Sidewalk Obstructions (lane mile)	\$30.00
Signals Inventory (lane mile)	\$30.00
Inlets Inventory (lane mile)	\$30.00
Curb and Gutter Inventory (lane mile)	\$45.00
Curb and Gutter Inventory, with no condition rating (lane mile)	\$35.00
Water Valves Inventory (lane mile)	\$25.00
Control/vault boxes Inventory (lane mile)	\$25.00
Backflow and backflow enclosures Inventory (lane mile)	\$25.00
Pavement Markings Inventory (lane mile)	\$30.00
Pavement Striping Inventory (lane mile)	\$40.00
ADA Ramps Inventory (lane mile)	\$30.00
ADA Ramps Inventory, with no condition rating (lane mile)	\$25.00
Fire Hydrants Inventory (lane mile)	\$25.00
Manholes Inventory (lane mile)	\$25.00
Street Lights Inventory (lane mile)	\$30.00
Transformers Inventory (lane mile)	\$25.00

HGACBuy

Parking Meters Inventory (lane mile)	\$25.00
Utility Poles Inventory (lane mile)	\$30.00
Meter Boxes Inventory (lane mile)	\$25.00
Street Trees Inventory, location only (no tree species information) (lane mile)	\$80.00
Retaining Walls Inventory (lane mile)	\$40.00
Mailboxes Inventory (lane mile)	\$25.00
Driveways Inventory (Drive path) (lane mile)	\$45.00
Bus Shelters Inventory (lane mile)	\$25.00
Guardrails Inventory (lane mile)	\$25.00
Bike Lanes and Bike Lane Hazards Inventory (lane mile)	\$25.00
Bikeway Bollards Inventory (lane mile)	\$20.00
Traffic Calming Devices Inventory (lane mile)	\$30.00
ITS Beacons Inventory (lane mile)	\$25.00
ITS System Cabinets Inventory (lane mile)	\$30.00
ITS Pullboxes Inventory (lane mile)	\$35.00
ITS Service Connections Inventory (lane mile)	\$30.00
ITS Poles Inventory (lane mile)	\$30.00
ITS Dynamic Message Signs Inventory (lane mile)	\$20.00
Medians Inventory (lane mile)	\$60.00
Bridge Locations Inventory (lane mile)	\$30.00
Streetscapes Inventory (lane mile)	\$60.00
Parks and Recreation Facilities Inventory (unit)	\$60.00
Trail and bike path Inventory	\$60.00
GIS Delivery and Metadata Documentation (lump sum)	\$10,200.00
Pavement Report with 1 round of multi-year Budget Scenarios (lump sum)	\$25,000.00
Pavement Report without multi-year Budget Scenarios (lump sum)	\$15,000.00
3 additional PCI forecast scenarios (lump sum)	\$5,000.00
Onsite RAS data reviews (per day)	\$3,000.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Arterial and Collector Roads (lane mile)	\$179.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing for Local/Residential Roads (lane mile)	\$210.00
Falling Weight Deflectometer (FWD) analysis and reporting (SCI value in tables) (lane mile)	\$198.00
Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) analysis and reporting (SCI value in tables and GPR thickness tables) (lane mile)	\$396.00
Mobilization for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (lump sum)	\$18,600.00

Traffic Control for Falling Weight Deflectometer (FWD) and Ground Penetrating Radar (GPR) testing (day)	\$2,000.00
Roadway Asset Services (RAS) Analysis	Rates
PAVER Data Load - pavement condition & attributes (lump sum)	\$5,500.00
Cartegraph Data Load -pavement condition & attributes (lump sum)	\$10,000.00
Cartegraph Data Load - ROW asset condition/attributes (per each asset)	\$5,000.00
Cartegraph Pavement Analysis, Parameter Configuration, & Multi-Year Plan (lump sum)	\$15,000.00
Cartegraph Scenario Builder Annual Update (lump sum)	\$15,000.00
Lucity/CentralSquare Data Load - pavement condition & attributes (lump sum)	\$8,000.00
Lucity Data Load - ROW asset condition/attributes (per each asset)	\$5,000.00
Lucity Pavement Analysis, Parameter Configuration, & Multi-Year Plan (lump sum)	\$14,000.00
Lucity Pavement Analysis Annual Update (lump sum)	\$14,000.00
Budget Optimization Street Selector BOSS™ Data Load (lump sum)	\$5,000.00
Budget Optimization Street Selector BOSS™ Pavement Analysis & Multi-Year Plan (lump sum)	\$20,000.00
Budget Optimization Street Selector BOSS™ Annual Update - Bronze Level (lump sum)	\$15,000.00
Budget Optimization Street Selector BOSS™ Annual Update - Silver Level (lump sum)	\$22,500.00
Budget Optimization Street Selector BOSS™ Annual Update - Gold Level (lump sum)	\$30,000.00
Pavement Management Software Data Load (lump sum)	\$14,500.00
Management Section Spatial Optimization (lane mile)	\$20.00
Maintenance and Rehabilitation Activity Consulting & Coaching (lump sum)	\$5,500.00
Onsite Council Presentation Development & Delivery (lump sum)	\$4,000.00
Functional Classificaiton Review & Assignment (lane mile)	\$15.00
Web-Hosted Videologger & Deployment (<500 lane miles)	\$9,500.00
Web-Hosted Videologger & Deployment (501-1000 lane miles)	\$17,000.00
Web-Hosted Videologger & Deployment (1001-2,500 lane miles)	\$25,000.00
Web-Hosted Videologger & Deployment (2501+ lane miles)	\$34,500.00
Pavement & ROW Imagery Storage (lump sum / annual)	\$5,000.00



ROADWAY ASSET SERVICES, LLC

Unique Entity ID JBHNSDJLLV4	CAGE / NCAGE 951X4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Nov 5, 2024	
Physical Address 6001 W Parmer LN STE 3701102 Austin, Texas 78727-3901 United States	Mailing Address 6001 W Parmer LN STE 3701102 Austin, Texas 78727-3901 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 37	State / Country of Incorporation Texas / United States	URL (blank)

Registration Dates

Activation Date Nov 8, 2023	Submission Date Nov 6, 2023	Initial Registration Date Aug 17, 2021
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Entity Dates

Entity Start Date Jul 9, 2020	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

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

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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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 USApending.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 Partnership or Limited Liability Partnership	Entity Type Business or Organization	Organization Factors Limited Liability Company
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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 **951X4**

Points of Contact

Electronic Business

♀
Bart Williamson, CEO **6001 W Parmer Lane Suite 370-1102
Austin, Texas 78727
United States**

Scot Gordon, President 6001 W Parmer Lane Suite 370-1102
Austin, Texas 78727
United States

Government Business

♀
Bart Williamson, CEO **6001 W Parmer Lane Suite 370-1102
Austin, Texas 78727
United States**

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541990	All Other Professional, Scientific, And Technical Services
	541330	Engineering Services
	541511	Custom Computer Programming Services

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States **Any** Counties **(blank)** Metropolitan Statistical Areas **(blank)**



Purchase Requisition

Req. Number
170538

Req. Date: 7/1/2024
Page: 1 of 2

Department Contact: MAACK, STEPHANIE I Phone: - Branch Plant: PW-HUMAN RESOURCES-HURF Fund Source: PUBLIC WORKS/HIGHWAY	Ship to: PUBLIC WORKS- ADMIN OFFICES 85 N. FLORENCE ST 2ND FLOOR FLORENCE AZ 85132	Supplier: SANDERSON FORD PO BOX 1407 GLENDALE AZ 85301-1407 Phone: 623 - 842-8600 Fax: -
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Buyer: Diane Mendoza, Buyer Phone: 520 - 866-6269 Email: Diane.Mendoza@pinal.gov	Requested Delivery Date: 7/1/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
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The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity State of Arizona
Contract Number CTR059316
Contract Expiry 3/16/2025

Reference: Vendor Contact: [Dave Harris Dharris@sandersonford.com](mailto:Dave.Harris.Dharris@sandersonford.com) Department Contact: Jim Stalter | Jim.Stalter@pinal.gov | (520)866-7037 Cynthia Valencia | Cynthia.Valencia@pinal.gov | (520)866-6503 | Stephanie Maack (520)866-6503 Stephanie.maack@pinal.gov

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	4.00	EA		2 24 Ford F550 XL Crew Cab Cha 4x4 203"wb/84"ca	\$62,680.00	\$250,720.00
2.00	4.00	EA		6.7L VB Diese	\$9,995.00	\$39,980.00
3.00	4.00	EA		40/20/40 Clot Split Bench	\$0.00	
4.00	4.00	EA		AZ. Window Tint Film	\$0.00	
5.00	4.00	EA		4 Key Fobs	\$0.00	
6.00	4.00	EA		PowerWindow/Locks/Mirrors/Crui Control/Elec Brk Cntrl	\$0.00	
7.00	4.00	EA		AM/FM radio with Bluetooth	\$0.00	
8.00	4.00	EA		Max 19,500 lbs GVWR pkg	\$1,155.00	\$4,620.00
9.00	4.00	EA		4.30 Ltd Slip Differential (required w/68M)	\$395.00	\$1,580.00
10.00	4.00	EA		Rear Camera Prep Kit	\$415.00	\$1,660.00
11.00	4.00	EA		Platform Running Boards	\$445.00	\$1,780.00
12.00	4.00	EA		Engine Block Heater	\$190.00	\$760.00
13.00	4.00	EA		Hi Capacity Trl Tow	\$580.00	\$2,320.00
14.00	4.00	EA		Skid Plates	\$100.00	\$400.00
15.00	4.00	EA		Snow Plow Prep	\$250.00	\$1,000.00

Req. Number
170538

Req Date: 7/1/2024
Page: 2 of 2

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
16.00	4.00	EA		Spare Tire Wheel	\$350.00	\$1,400.00
17.00	4.00	EA		State Contract Discount 4%	(\$3,062.00)	(\$12,248.00)
18.00	4.00	EA		Drake Equipment 10' (2yd) Dump Tarp/Lights/Hitch - Quote 7625	\$17,081.00	\$68,324.00
19.00	4.00	EA		Sales Tax 8.5%	\$7,698.79	\$30,795.16
20.00	4.00	EA		Tire Tax	\$6.00	\$24.00

Total Order: \$393,115.16



Government Fleet Sales Managers

Dave Harris	(623) 930-5961	dharris@sandersonford.com
Marty Tritschler	(623) 930-5963	rfowler@sandersonford.com
Jerry Becker	(623) 842-8795	jbecker@sandersonford.com
Christine Fortune		
Department Fax:	(623) 930-5966	

Date: 6/5/2024

Customer: Pinal County (J. Stalter)

FAX: _____

Vehicle Description: 2024 Ford F550 XL Reg Crew Chassis 4x4 203"wb/84"ca (W5H)

*****##### State of AZ Vehicle Procurement Contract CTR059316 (Factory Order)

		Base Price:	<u>\$62,680.00</u>
	Upgrade Options:		
1.	6.7L V8 Diesel (99T)		<u>\$9,995.00</u>
2.	40/20/40 Cloth Split Bench		<u>incl</u>
3.	AZ Window Tint Film (dealer)		<u>incl</u>
4.	4 Key Fobs (dealer)		<u>incl</u>
5.	Power Window/Locks/Mirrors/Cruise Control/Elec Brk Cntrl/AM-FM Bluetooth		<u>standard</u>
6.	Heavy Duty Front Axle (7500#)		<u>standard</u>
7.	Max 19,500lbs GVWR pkg (68M)		<u>\$1,155.00</u>
8.	4.30 Ltd Slip Differential (required w/68M) (X4L)		<u>\$395.00</u>
9.	Rear Camera Prep Kit (872)		<u>\$415.00</u>
10.	Platform Running Boards (18B)		<u>\$320.00</u>
11.	Engine Block Heater (41H)		<u>\$190.00</u>
12.	Hi Capacity Trlr Tow (required with 68M) (535)		<u>\$580.00</u>
13.	Skid Plates (41P)		<u>\$100.00</u>
14.	Snow Plow Prep (473)		<u>\$250.00</u>
15.	Spare Tire Wheel (512)		<u>\$350.00</u>
16.	State Contract Discount 4%		<u>-\$2,387.00</u>
17.	Drake Equipment 10' (2yd) Dump with Tarp/Lights/Hitch quote 76256		<u>\$17,081.00</u>

Upgrade Options Total:	<u>\$28,444.00</u>
Bid Price (w/options):	<u>\$91,124.00</u>
Sales Tax (8.5%):	<u>\$7,745.54</u>
Tire Tax:	<u>\$6.00</u>
Ford Extended Service Plan:	_____
Total Delivered Price:	<u>\$98,875.54</u>

Contract Amendment Summary

CONTRACTOR: Don Sanderson Ford	AMENDMENT NO.: Two (2)
DESCRIPTION: CTR059316 - New Vehicles Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Two (2) to mutually extend this contract from March 17, 2024 through March 16, 2025 unless terminated, canceled or extended as otherwise provided in the contract.
2. The executed SPO205 Forced Labor of Ethnic Uyghurs Ban form is hereby included with this amendment.
3. All other terms, conditions and provisions of this contract remain unchanged.

DON SANDERSON FORD, INC

Unique Entity ID CAGE/NCAGE
XCEXLVKJKPU5 5ANF2

Expiration Date

Apr 4, 2025

Physical Address

**6400 N 51ST AVE
Glendale, Arizona
85301-4617, United States**

Mailing Address

**6400 N 51ST AVE
Glendale, Arizona
85301-4600, United States**

Purpose of Registration

All Awards

Version

Current Record

BUSINESS INFORMATION

Doing Business As (blank)	URL http://www.sandersonford.com
Division Name (blank)	Division Number (blank)
Congressional District Arizona 03	State/Country of Incorporation Arizona, United States

Registration Dates

Activation Date Apr 8, 2024	Initial Registration Date Jan 19, 2009
Submission Date Apr 4, 2024	

Owner	CAGE	Legal Business Name
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Immediate Owner	(blank) (blank)
Highest Level Owner	(blank) (blank)

Entity Dates

Entity Start Date May 1, 1955	Fiscal Year End Close Date Dec 31
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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.

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
Profit Structure	For Profit Organization
Organization Factors	Subchapter S Corporation

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

Payments

Accepts Credit Card Payments

Debt Subject To Offset 



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Requisition

Req. Number
170573

Req. Date: 6/13/2024
Page: 1 of 1

Department Contact: FUENTES, ANGELICA D Phone: - Branch Plant: FL-MOTOR POOL Fund Source: GENERAL FUND	Ship to: FLEET SERVICES 900 S. PINAL PARKWAY FLORENCE AZ 85132	Supplier: WEX BANK PO BOX 4337 CAROL STREAM IL 60197-4337 Phone: - Fax: -
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Buyer: Diane Mendoza, Buyer Phone: 520 - 866-6269 Email: Diane.Mendoza@pinal.gov	Requested Delivery Date: 6/19/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
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The terms and conditions of the following contract apply to this Purchase Order:

Contract Entity State of Arizona
Contract Number CTR053708
Contract Expiry 12/31/2024

Reference: Department Contact: Angelica.fuentes@pinal.gov Brandon.hoffmaster@pinal.gov

****This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee.****

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS		BPO FY 24/25 FUEL Motor Pool/Fleet Services	\$0.00	\$900,000.00

Total Order: \$900,000.00



Contract Amendment

Contract ID: CTR053708

Contract Amendment No. 2

Arizona Department of
Administration
State Procurement Office
1802 W. Jackson Street #100
Phoenix, AZ 85007

FLEET CARD SERVICES

WEX Bank

This Contract Amendment Number 2 to extend the Contract for a period of one (1) year, through December 31, 2024, is hereby executed in accordance with the Special Terms and Conditions, Section 3.1 Term of Contract, and the Uniform Terms and Conditions, Section 5.1 Contract Amendments.

RECITALS

The State and Supplier entered into that certain agreement title Master Service Agreement, effective as of June 9, 2021 pursuant to which Supplier is to provide Fleet Card Services.

Thereafter, Amendment Number 1 to extend the Contract period of June 9, 2022 through December 31, 2023 was executed on February 17, 2022.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by the Procurement Officer or delegate.



Unique Entity ID JMSCXLLDSD7	CAGE / NCAGE 3L5W9	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jun 12, 2025	
Physical Address 111 E Sego Lily DR STE 250 Sandy, Utah 84070-4424 United States	Mailing Address P.O. Box 6293 Carol Stream, Illinois 60197-6293 United States	

Business Information

Doing Business as (blank)	Division Name Wex Bank	Division Number (blank)
Congressional District Utah 03	State / Country of Incorporation Utah / United States	URL http://www.wexinc.com/

Registration Dates

Activation Date Jun 14, 2024	Submission Date Jun 12, 2024	Initial Registration Date Nov 4, 2003
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Entity Dates

Entity Start Date Jul 29, 1997	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE 1BAT3	Legal Business Name WEX INC.
----------------------	--

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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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 Reqs & 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 3L5W9

Points of Contact

Electronic Business

☒ Chris McVetty	1 Hancock ST. Portland , Maine 04101 United States
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Government Business

☒ Janet Parker	1 Hancock ST. Portland, Maine 04101 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	522110	Commercial Banking

Disaster Response

This entity does not appear in the disaster response registry.



PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Requisition

Req. Number
170592

Req. Date: 6/13/2024
Page: 1 of 1

Department Contact: FUENTES, ANGELICA D Phone: - Branch Plant: FL-FLEET-PW'S HURF Fund Source: PUBLIC WORKS/HIGHWAY	Ship to: FLEET SERVICES 900 S. PINAL PARKWAY FLORENCE AZ 85132	Supplier: SENERGY PETROLEUM LLC PO BOX 208399 DALLAS TX 75320-8399 Phone: 480 - 962-6111 Fax: 480 - 969-4965
--	--	--

Buyer: Diane Mendoza, Buyer Phone: 520 - 866-6269 Email: Diane.Mendoza@pinal.gov	Requested Delivery Date: 6/13/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
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The terms and conditions of the following contract apply to this Purchase Order:

- Contract Entity**
- Contract Number**
- Contract Expiry**

Reference: Department Contact: Angelica.fuentes@pinal.gov Brandon.hoffmaster@pinal.gov

****This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee.****

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS		BPO FY 24/25 Diesel Fuel Public Works/Fleet Services	\$0.00	\$1,200,000.00

Total Order: \$1,200,000.00



OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

<p style="text-align: center;"><u>Senergy Petroleum</u></p> <p>Offeror (Company) Name</p> <hr/> <p style="text-align: center;">622 S. 56th Ave.</p> <p>Address</p> <hr/> <p>Phoenix AZ 85403</p> <p>City State Zip</p> <hr/> <p style="text-align: center;">carlos.zubiate@gosenergy.com</p> <p>Email Address</p> <hr/> <p style="text-align: center;">orders@gosenergy.com</p> <p>Company Email Address</p>	<p style="text-align: center;"><i>Carlos Zubiate</i></p> <p>Signature of Person Authorized to Sign Offer</p> <hr/> <p>Carlos Zubiate 9/8/2022</p> <p>Printed Name Date</p> <hr/> <p style="text-align: center;">Contract Specialist</p> <p>Title</p> <hr/> <p style="text-align: center;">(480) 733-4244</p> <p>Phone Number</p> <hr/> <p style="text-align: center;">_____</p> <p>Fax Number</p>
--	---

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR063147__ including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 17 day of November 2022

<p>DocuSigned by:</p> <p><i>Stimely</i></p> <p>69C61CE38A6E4BB...</p> <p>Procurement Officer</p>	<p style="text-align: center;">11/17/2022</p> <hr/> <p style="text-align: center;">Awarded Date</p>
--	---

Contract Amendment Summary

CONTRACTOR: Senergy Petroleum	AMENDMENT NO.: One (1)
DESCRIPTION: Bulk Fuel and Bulk Fuel Propane	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment One (1) to mutually extend this contract from November 17, 2023 through November 16, 2024 unless terminated, canceled or extended as otherwise provided in the contract.
2. The executed SPO205 Forced Labor of Ethnic Uyghurs Ban form is hereby included with this amendment.
3. All other terms, conditions and provisions of this contract remain unchanged.

FEDERAL CERTIFICATE OF STATE OR LOCAL GOVERNMENT USE of DIESEL FUEL and GASOLINE

(To support vendor's claim for credit or payment under Sections 6427 and 6416(a)(4) of the Internal Revenue Code)



Senergy Petroleum, LLC
1470 N. Horne Street
Gilbert, Arizona 85233
FAX: (480) 827-8712

FEIN: 84-2443696
UV#: 2019-000611
M-S-UA-UB-UV

The undersigned buyer ("**Buyer**") hereby certifies the following under penalties of perjury that the buyer will use the diesel, kerosene, gasoline, or aviation gasoline to which this certificate relates for the exclusive use of a state or local government, or the District of Columbia.

This certificate applies to all exempt purchases under account number(s):

Customer IDs: 45166; 45167; 45168; 45169; 45170

Effective date: **January 1, 2024**

Expiration date: **December 31, 2024**

Buyer Information

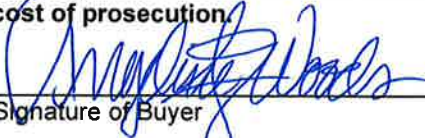
Buyer will provide a new certificate to the seller if any information in this certificate changes.

Buyer understands that by signing this certificate, Buyer gives up its right to claim a credit or payment for the gasoline, or aviation gasoline to which this certificate relates.

Buyer acknowledges that it has not and will not claim any credit or payment for the gasoline or aviation gasoline or diesel fuel or kerosene to which this certificate relates.

If Buyer uses the gasoline, aviation gasoline, diesel, or kerosene to which this certificate relates for a purpose other than stated in this certificate, Buyer will be liable for tax.

Buyer understands that the fraudulent use of this certificate may subject Buyer and all parties making such fraudulent use of this certificate to a fine or imprisonment, or both, together with the cost of prosecution.



Signature of Buyer

Angeline Woods

Printed or Typed Name of Person Signing

Director, Office of Budget and Finance

Title of Person Signing

6/20/2024

Date Signed

Pinal County

Legal Name of Buyer or Entity or Organization

PO Box 1348

Address of Buyer

Florence, AZ 85132

City, State, & Zip of Buyer

86-6000556

Federal Identification #(FEIN)

(520) 866-6262

Telephone Number of Buyer



SENERGY PETROLEUM LLC

Unique Entity ID XB2FG872UKC9	CAGE / NCAGE 6YG21	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Nov 9, 2024	
Physical Address 622 S 56TH AVE Phoenix, Arizona 85043-4622 United States	Mailing Address 1470 N. Horne ST. Gilbert, Arizona 85233-1804 United States	

Business Information

Doing Business as (blank)	Division Name Senergy Petroleum Llc	Division Number (blank)
Congressional District Arizona 03	State / Country of Incorporation Arizona / United States	URL www.gosenergy.com

Registration Dates

Activation Date Nov 14, 2023	Submission Date Nov 10, 2023	Initial Registration Date Aug 19, 2013
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Entity Dates

Entity Start Date Aug 1, 2013	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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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 Partnership or Limited Liability Partnership	Entity Type Business or Organization	Organization Factors Limited Liability Company
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 Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 6YG21

Points of Contact

Electronic Business

👤 Carlos Zubiate, Contract Specialist	1470 N. Horne Street Gilbert, Arizona 85233 United States
Colleen Fitzpatrick, contract specialist	1470 N. Horne Street Gilbert, Arizona 85233 United States

Government Business

👤 Carlos Zubiate, Contract Specialist	1470 N. Horne Street Gilbert, Arizona 85233 United States
Colleen Fitzpatrick, contract specialist	1470 N. Horne Street Gilbert, Arizona 85233 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	424720	Petroleum And Petroleum Products Merchant Wholesalers (Except Bulk Stations And Terminals)
	324110	Petroleum Refineries
	324191	Petroleum Lubricating Oil And Grease Manufacturing
	424710	Petroleum Bulk Stations And Terminals

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States Arizona Colorado Texas	Counties (blank)	Metropolitan Statistical Areas (blank)
---	----------------------------	--



Purchase Requisition

Req. Number
170593

Req. Date: 6/13/2024
Page: 1 of 1

Department Contact: FUENTES, ANGELICA D Phone: - Branch Plant: FL-FLEET-PW'S HURF Fund Source: PUBLIC WORKS/HIGHWAY	Ship to: FLEET SERVICES 900 S. PINAL PARKWAY FLORENCE AZ 85132	Supplier: WEX BANK PO BOX 4337 CAROL STREAM IL 60197-4337 Phone: - Fax: -
--	--	---

Buyer: Diane Mendoza, Buyer Phone: 520 - 866-6269 Email: Diane.Mendoza@pinal.gov	Requested Delivery Date: 6/19/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
--	---

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

Contract Entity State of Arizona
Contract Number CTR053708
Contract Expiry 12/31/2024

Reference: Department Contact: Angelica.fuentes@pinal.gov Brandon.hoffmaster@pinal.gov

****This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee.****

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS		BPO FY 24/25 light duty fuel Public Works/Fleet Services	\$0.00	\$500,000.00

Total Order: \$500,000.00



WEX BANK

Unique Entity ID JMSCXLLLDSD7	CAGE / NCAGE 3L5W9	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jun 12, 2025	
Physical Address 111 E Sego Lily DR STE 250 Sandy, Utah 84070-4424 United States	Mailing Address P.O. Box 6293 Carol Stream, Illinois 60197-6293 United States	

Business Information

Doing Business as (blank)	Division Name Wex Bank	Division Number (blank)
Congressional District Utah 03	State / Country of Incorporation Utah / United States	URL http://www.wexinc.com/

Registration Dates

Activation Date Jun 14, 2024	Submission Date Jun 12, 2024	Initial Registration Date Nov 4, 2003
--	--	---

Entity Dates

Entity Start Date Jul 29, 1997	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE 1BAT3	Legal Business Name WEX INC.
----------------------	--

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

Jun 19, 2024 09:54:45 PM GMT
<https://sam.gov/entity/JMSCXLLLDSD7/coreData?status=null>

Socio-Economic Types

Check the registrant's Repts & 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
3L5W9

Points of Contact

Electronic Business

☒
Chris McVetty

**1 Hancock ST.
Portland , Maine 04101
United States**

Government Business

☒
Janet Parker

**1 Hancock ST.
Portland, Maine 04101
United States**

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	522110	Commercial Banking

Disaster Response

This entity does not appear in the disaster response registry.



Contract Amendment

Contract ID: CTR053708

Contract Amendment No. 2

Arizona Department of
Administration
State Procurement Office
1802 W. Jackson Street #100
Phoenix, AZ 85007

FLEET CARD SERVICES **WEX Bank**

This Contract Amendment Number 2 to extend the Contract for a period of one (1) year, through December 31, 2024, is hereby executed in accordance with the Special Terms and Conditions, Section 3.1 Term of Contract, and the Uniform Terms and Conditions, Section 5.1 Contract Amendments.

RECITALS

The State and Supplier entered into that certain agreement title Master Service Agreement, effective as of June 9, 2021 pursuant to which Supplier is to provide Fleet Card Services.

Thereafter, Amendment Number 1 to extend the Contract period of June 9, 2022 through December 31, 2023 was executed on February 17, 2022.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by the Procurement Officer or delegate.



Purchase Requisition

Req. Number
170693

Req. Date: 7/1/2024
Page: 1 of 1

Department Contact:	Ship to:	Supplier:
ACEVEDO, JULIA ISABEL Phone: - Branch Plant: SHERIFF Fund Source: GENERAL FUND	SHERIFF 971 N JASON LOPEZ CIRCLE BLDG C FLORENCE AZ 85132	WEX BANK PO BOX 4337 CAROL STREAM IL 60197-4337 Phone: - Fax: -

Buyer: Riley Brimhall, Buyer Phone: - Email: Riley.Brimhall@pinal.gov	Requested Delivery Date: 7/1/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
---	---

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

Contract Entity State of Arizona
Contract Number CTR053708
Contract Expiry 12/31/2024

Reference: Department Contact: Deanne People 520-866-5238 deanne.people@pinal.gov

Vendor Contact: Customer Service 1-866-544-5796 correspondence@wexinc.com

This is a Blanket Purchase Order. Blanket Purchase Orders are not a commitment and shall not be used as a basis for Supplier's planning. There is no minimum spend guarantee.

For Period: July 1, 2024 - June 30, 2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS		BPO FY 24/25 Fuel Sworn	\$0.00	\$2,225,000.00
2.00		LS		BPO FY 24/25 Fuel Detention	\$0.00	\$89,000.00

Total Order: \$2,314,000.00



Contract Amendment

Contract ID: CTR053708

Contract Amendment No. 2

Arizona Department of
Administration
State Procurement Office
1802 W. Jackson Street #100
Phoenix, AZ 85007

FLEET CARD SERVICES

WEX Bank

This Contract Amendment Number 2 to extend the Contract for a period of one (1) year, through December 31, 2024, is hereby executed in accordance with the Special Terms and Conditions, Section 3.1 Term of Contract, and the Uniform Terms and Conditions, Section 5.1 Contract Amendments.

RECITALS

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Thereafter, Amendment Number 1 to extend the Contract period of June 9, 2022 through December 31, 2023 was executed on February 17, 2022.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by the Procurement Officer or delegate.



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WEX BANK Active Registration

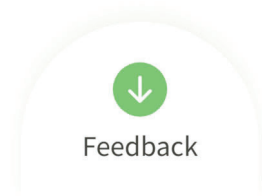
Entity

Unique Entity ID JMSEXLLLDSD7	CAGE Code 3L5W9	Physical Address 111 E SEGO LILY DR, STE 250, SANDY, UT 84070 USA
----------------------------------	--------------------	---

Expiration Date
Jun 12, 2025

Purpose of Registration
All Awards

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Purchase Requisition

Req. Number
170726

Req. Date: 7/1/2024
Page: 1 of 2

Department Contact: VELAZQUEZ, MICHELLE SCHIAVO Phone: - Branch Plant: PD-EXECUTIVE MANAGEMENT Fund Source: GENERAL FUND	Ship to: PLANNING & DEVELOPMENT 85 N FLORENCE ST FLORENCE AZ 85132	Supplier: WOOD PATEL & ASSOCIATES, INC. 2051 W NORTHERN AVE, SUITE 100 PHOENIX AZ 85021 Phone: - Fax: -
--	--	---

Buyer: Maegan Queen, Buyer Phone: 520 - 866-6265 Email: maegan.queen@pinal.gov	Requested Delivery Date: 7/1/2024 Payment Terms: Net 30 Shipping Terms: FOB Destination
---	--

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

Contract Entity State of Arizona
Contract Number CTR066854
Contract Expiry 7/31/2024

Reference: Proposal: Pinal County San Tan Valley Rezoning

Vendor Contact: Nicholas Brown 602-796-8325 nbrown@woodpatel.com

Department Contact: Brent Billingsley 520-866-6504 brent.billingsley@pinal.gov | Todd Williams 520-866-6465 todd.williams@pinal.gov | Harvey Krauss 520-866-6045 harvey.krauss@pinal.gov | Michelle Velazquez 520-866-6321 michelle.velazquez@pinal.gov | Ashlee Feliz 520-866-6516 ashlee.feliz@pinal.gov

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00		LS		PROJECT MANAGEMENT & CORD SCHEDULE & INVOICES	\$0.00	\$18,400.00
2.00		LS		LAND SURVEY REPORT OF TITLE	\$0.00	\$2,500.00
3.00		LS		LAND SURVEY ALTA SURVEY	\$0.00	\$47,700.00
4.00		LS		LAND SURVEY LEGAL DESCRIPTION	\$0.00	\$1,000.00
5.00		LS		LAND SURVEY ADDITIONAL SERVICES	\$0.00	\$5,000.00
6.00		LS		ZONING CHANGE SUPPORT DEVELOPMENT PLAN SWABACK	\$0.00	\$36,000.00
7.00		LS		ZONING CHANGE SUPPORT ZONING DOCUMENT SWABACK	\$0.00	\$56,000.00
8.00		LS		ZONING CHANGE SUPPORT ASLD COORD. MEETINGS WOODPATEL	\$0.00	\$5,520.00
9.00		LS		ZONING CHANGE SUPPORT ASLD COORD. MEETINGS SWABACK	\$0.00	\$7,000.00

Req. Number**170726****Req Date: 7/1/2024****Page: 2 of 2**

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
10.00		LS		ZONING CHANGE SUPPORT ZONING MEETINGS - WOODPATEL	\$0.00	\$13,800.00
11.00		LS		ZONING CHANGE SUPPORT ZONING MEETINGS - SWABACK	\$0.00	\$20,000.00
12.00		LS		ZONING CHANGE SUPPORT MARKET STUDY (ESI)	\$0.00	\$7,200.00
13.00		LS		ZONING CHANGE SUPPORT MASTER TRANSPORTATION PLAN	\$0.00	\$79,480.00
14.00		LS		ZONING CHANGE SUPPORT SUBMITTAL PACKAGE WOODPATEL	\$0.00	\$5,000.00
15.00		LS		ZONING CHANGE SUPPORT BROADCAST NOT SIGNS & ADVERTIS	\$0.00	\$5,000.00
16.00		LS		CIVIL ENGINEERING CONCEPTUAL DRAINAGE REPORT	\$0.00	\$21,520.00
17.00		LS		CIVIL ENGINEERING CONCEPTUAL WATER REPORT	\$0.00	\$14,040.00
18.00		LS		CIVIL ENGINEERING CONCEPTUAL WASTEWATER REPORT	\$0.00	\$12,560.00
19.00		LS		REIMBURSABLE COSTS CONSULTANT REIM BUDGET	\$0.00	\$15,000.00
20.00		LS		REIMBURSABLE COSTS PINAL COUNTY REVIEW FEES	\$0.00	\$10,000.00
21.00		LS		REIMBURSABLE COSTS PINAL COUNTY REZONING FEES	\$0.00	\$10,000.00
22.00		LS		CONTINGENCY CONTINGENCY	\$0.00	\$60,000.00

Total Order: \$452,720.00



Civil Engineering
Water Resources
Land Survey
Construction Management

2051 W Northern Ave #100
Phoenix AZ 85021
P: 602.335.8500
F: 602.335.8580
www.woodpatel.com

Michael T. Young, PE
Darin L. Moore, PE
Jeffrey R. Minch, PE, CFM
Robert D. Gofonia, PE, RLS
Nicholas E. Brown, PE
Daniel W. Matthews, PE
Ronald J. Barbala, PLS, CFedS
Ethan A. Boyle, PE
Frank M. Koo, PE
Gabriel S. Rios, RLS
John G. Ritchie, PE
Derek C. Nichols, PE
John M. Bulka, PE
Daniel J. Cronin, PMP
James G. Taillon, CFM
Joseph C. Daconta, PE, CFM, PH, PMP
Steven C. McKee, PE
Brian J. Diehl, RLS
Matthew R. Pruitt, PE, CFM
Isaac J. Thomas, PE, CFM
Wilson Begay, RLS
Anthony K. Humphrey, PE
Zachary Radovich, PE
Venkata S. Bayareddy, PE, CFM
Aaron K. Feldberg, PE
Mark Fiorina, PE
Joseph R. Davis, RLS
Robert Knott, RLS

EMERITUS
Darrel E. Wood, PE, RLS
Ashok C. Patel, PE, RLS

Revised June 19, 2024
Revised June 7, 2024
Revised May 16, 2024
Revised April 12, 2024
March 18, 2024

Mr. Brent Billingsley
Community Development Director
Pinal County
31 North Pinal Street
Florence, Arizona 85132

520.866.6504
brent.billingsley@pinal.gov

Re: **Pinal County San Tan Valley Rezoning**
ADOA Contract No. CTR066854
Additional Professional Consulting Services

Dear Mr. Billingsley:

We look forward to the continued collaboration with Pinal County on the Zoning Change application and process for the State Land Parcels in San Tan Valley. Our understanding is Pinal County continues to coordinate with the Arizona State Land Department (ASLD) in the interest of rezoning the ASLD San Tan Valley parcels identified in the initial planning scope recently completed. The ASLD parcels which are a part of this scope of work are generally bounded by Hash Knife Draw Road to Bella Vista Road, and Schnepf Road to Charbray Drive (approximately 3260 acres) as shown on the attached exhibit. It is the County's intent of this land area to be envisioned for a future City Center for the entire San Tan Valley area.

We understand the importance of this project to Pinal County. We also understand the detailed requirements of the Pinal County rezoning process and the ASLD participation in the process. Our rezoning effort will be led by SWABACK and will be carefully coordinated with Pinal County as well as the ASLD. We will follow the County's rezoning application process and specifically utilize the County's *Large-Master Plan Community zoning classification* for the new effort. The *Superstition Vistas Retained Parcel MPC for Apache Junction* will be utilized as a precedent document.

WOODPATEL will manage the project team and deliver the required civil engineering and surveying services outlined in the Rezoning application. Our team includes SWABACK to lead the Development Plan and Rezoning scope of work, Lokahi as the project's traffic engineer, and ESI Corporation to provide real estate and economic market analysis services.

SCOPE OF SERVICES

The following scope of services has been organized in a sequential manner to ensure our time together is based on an efficient and most effective process. As such, our work with Pinal County and ASLD will start with more general topics and continually evolve to particular (more detailed) solutions. We will coordinate with the County and ASLD on an overall schedule.

To complete the project, WOODPATEL and team will perform the following tasks included in this Scope of Work.

1. PROJECT MANAGEMENT AND COORDINATION

- a. **Schedule.** WOODPATEL will prepare and submit a project schedule for this scope of work (SOW). The schedule will show coordination meetings, dates of all required submittals for each of the tasks in this SOW, significant milestones, project meetings, deliverable submittal deadlines, and anticipated review periods. The schedule shall provide for the completion of the work within 270 calendar days of receiving an NTP from the County provided that no other unforeseen or unavoidable circumstances arise.
- b. **Invoices.** WOODPATEL shall submit monthly invoices. Invoices shall be submitted electronically to the County and shall include: the amount for each major work task and subcontracted service identified in the approved fee proposal; the amounts previously billed; the amount due for the period and the amount left in the SOW tasks. The monthly invoice shall indicate the start date and end date of the invoice period.
- c. **Project Coordination.** WOODPATEL will coordinate activities to ensure timely and effective execution of the work and communicate with the County's point of contact regarding the implementation of the tasks described in this SOW.
- d. **Manage Sub-Consultants.** WOODPATEL will monitor the sub-consultant's work for timeliness and correspondence to the project requirements. To facilitate timely and cost-effective execution, WOODPATEL will coordinate and integrate project tasks and elements to effectively address project milestones. Additionally, this task includes coordinating and incorporating data, drawings, and specifications that are provided by sub-consultants into the construction documents for the project. This task will include team coordination and design team meetings. WOODPATEL will engage the following sub-consultants for design/evaluation services for this project:
 - SWABACK Architects & Planners (Development Plan & Rezoning Lead)
 - ESI Corporation (Market Comparison)
 - Lokahi (Traffic Engineering)

Task Manhours:

- 80 hours budgeted of WOODPATEL Project Manager (\$230/hr)
- Subconsultant hours detailed on individual proposals

2. LAND SURVEY

- a. **Report of Title.** WOODPATEL will utilize a sub-consultant to research and prepare a Report of Title identifying the existing easements and encumbrances of record associated with this site per the Maricopa County Recorder's Office records and the ASLD records. We anticipate the Report of Title will be complete within fifteen (15) working days after notice to proceed. A PDF file of the Report of Title will be provided to the Client in accordance with ASLD requirements.
- b. **ALTA Survey.** We will prepare an ALTA Survey for the site in accordance with the report of title and Schedule "B" documents. Our fees are based on performing Items 1, 3, 4, 8 and 9 of "Optional Survey Responsibilities And Specifications" from Table A of Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys as adopted in 2021 (copy enclosed). Please contact our office if additional Table A Items are required and we will modify this agreement accordingly. Should research and field measurements determine that there is an issue with the title report legal description, the section monumentation, or the physical fit with surrounding parcels, we will promptly notify the Client and stop work pending joint resolution on how to proceed. The 2021 standard certification required on ALTA/NSPS Land Title Surveys shall be used for the survey. The certification shall be addressed to Arizona State Land Department and the title company. If any other parties are to be included in the certification statement, they should be included with this signed

agreement. We anticipate the ALTA Survey will be complete within thirty-five (35) working days after receiving authorization, retainer, and all title information (relevant Schedule “B” items). Item 13 of the Arizona Boundary Survey Minimum Standards, effective on February 14, 2002, requires certain surveys to be recorded. By acknowledging this Agreement, the Client grants permission to record a Record of Survey version of this ALTA Survey at the Maricopa County Recorder’s Office, as required by said Minimum Standards.

	Manhours					Total Fee
	Senior RLS	Survey Technician	2-man Survey Crew	Project Coordinator	Sub-Consultants or Allowances	
SERVICES	\$200	\$120	\$195	\$100		
ALTA Survey	35	100	140	6	\$800	\$47,700
Allowance: Utility Maps & As-built Information						

- c. **Legal Descriptions.** We will prepare various legal descriptions as needed for parcels, rights-of-way, easements, etc. Each legal description will include a metes and bounds description and an 8½” x 11” exhibit. We have budgeted for one (1) legal description. If additional legal descriptions are required, they will be billed on a time-and-materials per the attached fee rate schedule.
- d. **Additional Services.** If requested by the Client, WOODPATEL will provide additional services on a time-and-materials basis per our current standard rate schedule (attached), plus standard reimbursable expenses. These additional services could include revising ALTA Survey to reflect a revised title commitment or additional “Table A Items”; addressing non-standard ALTA Survey review comments from Client, Lenders or Attorneys; preparing or revising legal descriptions; or any other special assistance or coordination items.

3. ZONING CHANGE SUPPORT

- a. **Development Plan.** Before starting the zoning document, SWABACK will develop all aspects of the development plan so that the County and ASLD can provide input and feedback on each individual component. Based on the preliminary conceptual master plan created to date, we will organize this effort in a series of key discussion topics including; land use and market demand, backbone roadway system, open space, grading and drainage and land use budget. The goal of this methodology is to ensure the County and ASLD are in alignment every step of the way. As part of this effort, we will use a series of precedent projects to confirm direction and components.

Deliverables for Task:

- Component review of the Development Plan
 - Land Use & Market Demand
 - Backbone Roadway System
 - Open Space & Grading and Drainage
- Analogous Examples of Land Use Components
- Final Development Plan
- Final Land Use Budget

- b. **Zoning Document.** Based on the preparation of the Development Plan, SWABACK will turn its attention to the preparation of the zoning document. The zoning document will be based on the County’s Large Master Plan Community (L-MPC) Zoning District and will align with the referenced Superstition Vista’s document as well. We will coordinate all reviews, editing and refinements with both the County (staff and land use attorney) and ASLD on final language. The document will be prepared in an electronic format and prior to finalization; a word document will be circulated to County staff for review and comment. A final version will be provided in both hard copy and electronically.

Deliverables for Task:

- Draft Zoning Document and Components per the County Requirements
- Document Review and Edits (Includes two reviews)
- Final New Zoning Document

- c. **ASLD Coordination Meetings.** As part of this effort, we will coordinate with and meet with the ASLD throughout the process to ensure their input is received and addressed. A series of working meetings will be planned so that review and input can be provided.

Deliverables for Task:

- A Series of Working Meetings with County & ASLD staff

Task Manhours:

- 24 hours budgeted of WOODPATEL Project Manager (\$230/hr)
- Subconsultant hours detailed on individual proposals

- d. **Zoning Meetings, Notifications, and Presentations.** We will coordinate with County staff on the required public meetings necessary as part of the rezoning application. This effort will include the technical components of public notification, mailings, etc. It will also include careful coordination with the County staff in preparation of presentations and the presentations themselves. For the neighborhood meeting, we will coordinate and hold an Open House with a series of “topic stations” for guest review.

Deliverables for Task:

- Neighborhood Meeting (Preparation and Orchestration)
- Planning and Zoning Commission Presentation
- Board of Supervisors Presentation
- Coordination with County Staff on Logistics of Advertisement for Public Meetings

Task Manhours:

- 60 hours budgeted of WOODPATEL Project Manager (\$230/hr)
- Subconsultant hours detailed on individual proposals

- e. **Market Study.** The analysis will compare key market drivers of two existing retail centers to use as a point of reference in identifying population and housing density needed for a successful retail center and forecast appropriate level of retail uses.

Deliverables for Task:

- Market Study Report summarizing:
 - Data Collection and Analysis
 - Market Comparison
 - Market Forecast

- f. **Master Transportation Plan.** A Master Transportation Plan, outlining the future transportation infrastructure needs for the proposed development and immediate surrounding area. The report will develop recommendations for planning-level roadway classifications. The Master Transportation Plan will determine the sizing of roadways to develop recommendations for a Master Street Circulation plan.

- g. **Submittal Package.** We will prepare the zoning application package and complete the submittal to Pinal County for review.

- h. **Broadcast Notification Signs and Advertising.** We will create and install Broadcast Notification Signs on the site in conformance with the information shown in the rezoning application. We will advertise the rezoning application as required in the local newspaper including the fees and postage.

4. CIVIL ENGINEERING

- a. **Conceptual Drainage Report.** We will prepare a Conceptual Drainage Report based on Pinal County requirements and the Flood Control District of Pinal County. We will investigate previous studies in the watershed area and incorporate as necessary. The report will include a high-level analysis of the offsite watersheds as documented by surrounding studies, the impacts of the offsite flow on the site and collaborate with the Client on alternatives to route the offsite flow through and around the site to the historical outfall. In addition, we will provide a high-level analysis of the onsite development areas to determine necessary retention/detention basin sizes. This analysis does not include detailed alternatives for storm drain infrastructure. The conceptual results will be summarized in an overall report with exhibits.

- b. **Conceptual Water Report.** WOODPATEL will prepare a Conceptual Water Report based on Pinal County or utility company requirements. We will coordinate with the County or utility company to obtain Will-Serve letters and confirm the capacity to serve the planned land uses. The conceptual results will be summarized in an overall report or memo with exhibits.
- c. **Conceptual Wastewater Report.** WOODPATEL will prepare a Conceptual Wastewater Report based on Pinal County or utility company requirements. We will coordinate with the County or utility company to obtain Will-Serve letters and confirm the capacity to serve the planned land uses. The conceptual results will be summarized in an overall report or memo with exhibits.

	Manhours							Total Fee
	Senior PM	Project Engineer (Specialist)	Project Engineer	Engineer-In-Training	CAD Technician	Project Coordinator	Sub-Consultants or Allowances	
SERVICES	\$230	\$200	\$150	\$120	\$100	\$100		
Conceptual Drainage Report	8	80	0	24	0	8	\$0	\$21,520
Conceptual Water Report	8		44	20	24	8		\$14,040
Conceptual Wastewater Report	8		40	16	20	8		\$12,560

5. REIMBURSABLE COSTS

- a. **Reimbursable expenses.** Reimbursable expenses include, but are not limited to, civil document plots and copies for jurisdictional submittals, delivery, postage, mileage, and other direct costs incurred by WOODPATEL in the process of providing civil engineering services for the projects. Reimbursable expenses will be invoiced at cost.
- b. **Pinal County Review and Rezoning Fees.** An estimate for Pinal County review fees and rezoning fees have been included in the Fees section.

FEES

1. PROJECT MANAGEMENT AND COORDINATION (WOODPATEL)	Hourly, Not-to-Exceed \$18,400
a. Schedule	
b. Invoices	
c. Project Coordination	
d. Manage Sub-Consultants	
2. LAND SURVEY (WOODPATEL)	
a. Report of Title	\$2,500
b. ALTA Survey	\$47,700
c. Legal Descriptions (Assume 1)	\$1,000
d. Additional Services	Hourly, Not-to Exceed \$5,000
3. ZONING CHANGE SUPPORT (WOODPATEL, SWABACK, ESI, and Lokahi)	
a. Development Plan (SWABACK)	\$36,000
b. Zoning Document (SWABACK)	\$56,000
c. ASLD Coordination Meetings	
i. WOODPATEL	\$5,520
ii. SWABACK	\$7,000
d. Zoning Meetings, Notifications, and Presentations	
i. WOODPATEL	\$13,800
ii. SWABACK	\$20,000
e. Market Study (ESI)	\$7,200
f. Master Transportation Plan (Lokahi)	\$79,480
g. Submittal Package (WOODPATEL)	Hourly, Not-to-Exceed \$5,000
h. Broadcast Notification Signs and Advertising (WOODPATEL)	\$5,000
4. CIVIL ENGINEERING (WOODPATEL)	
a. Conceptual Drainage Report	\$21,520
b. Conceptual Water Report	\$14,040
c. Conceptual Wastewater Report	\$12,560
5. REIMBURSABLE COSTS	
a. Consultant Reimbursable Budget	Not-to-Exceed \$15,000
b. Pinal County Review Fees	Budget \$10,000
c. Pinal County Rezoning Fees	Budget \$10,000
TOTAL	\$392,720

TABLE A

OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

NOTE: Whether any of the nineteen (19) items of Table A are to be selected, and the exact wording of and fee for any select item, may be negotiated between the surveyor and client must be identified as 20(a), 20(b), etc. Any additional items negotiated between the surveyor and client, and any negotiated changes to the wording of a table A item must be explained pursuant to Section 6.D.ii.(g). Notwithstanding Table A Items 5 and 11, if an engineering design survey is desired as part of an ALTA/NSPS Land Title Survey, such services should be negotiated under Table A, Item 20.

If checked, the following optional items are to be included in the ALTA/NSPS LAND TITLE SURVEY, except as otherwise qualified (see note above):

- 1. Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
- 2. Address(es) of the surveyed property if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork.
- 3. Flood zone classification (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent) depicted by scaled map location and graphic plotting only.
- 4. Gross land area (and other areas if specified by the client).
- 5. Vertical relief with the source of information (e.g., ground survey, aerial map), contour interval, datum, and originating benchmark identified when appropriate.
- 6. (a) If the current zoning classification, setback requirements, the height and floor space area restrictions, and parking requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, list the above items on the plat or map and identify the date and source of the report or letter.
(b) If the zoning setback requirements specific to the surveyed property are set forth in a zoning report or letter provided to the surveyor by the client or the client's designated representative, and if those requirements do not require an interpretation by the surveyor, graphically depict the building setback requirements on the plat or map. Identify the date and source of the report or letter.
- 7. (a) Exterior dimensions of all buildings at ground level.
(b) Square footage of:
 - (1) exterior footprint of all buildings at ground level.
 - (2) other areas as specified by the client.
- (c) Measured height of all buildings above grade at a location specified by the client. If no location is specified, the point of measurement shall be identified.
- 8. Substantial features observed in the process of conducting the fieldwork (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
- 9. Number and type (e.g., disabled, motorcycle, regular and other marked specialized types) of clearly identifiable parking spaces on surface parking areas, lots and in parking structures. Striping of clearly identifiable parking spaces on surface parking areas and lots.
- 10. As designated by the client, a determination of the relationship and location of certain division or party walls with respect to adjoining properties.
- 11. Evidence of underground utilities existing on or serving the surveyed property (in addition to the observed evidence of utilities required pursuant to Section 5.E.iv.) as determined by:
 - (a) Plans and/or reports provided by client (with reference as to the sources of information)
 - (b) Markings coordinated by the surveyor pursuant to a private utility locate request.
Note to the client, insurer, and lender - With regard to Table A, item 11, information from the sources checked above will be combined with observed evidence of utilities pursuant to Section 5.E.iv. to develop a view of the underground utilities. However, lacking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. In addition, in some jurisdictions, 811 or other similar utility locate requests from surveyors may be ignored or result in an incomplete response, in which case the surveyor shall note on the plat or map how this affected the surveyor's assessment of the location of the utilities. Where additional or more detailed information is required, the client is advised that excavation may be necessary.
- 12. As specified by the client, Governmental Agency survey-related requirements (e.g., HUD surveys, surveys for leases on Bureau of Land Management managed lands). The relevant survey requirements are to be provided by the client or client's representative.
- 13. Names of adjoining owners according to current tax records. If more than one owner, identify the first owner's name listed in the tax records followed by "et al."
- 14. As specified by the client, distance to the nearest intersecting street.
- 15. Rectified orthophotography, photogrammetric mapping, remote sensing, airborne/mobile laser scanning and other similar products, tools or technologies as the basis for showing the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor must (a) discuss the ramifications of such methodologies (e.g., the potential precision and completeness of the data gathered thereby) with the insurer, lender, and client prior to the performance of the survey, and (b) place a note on the face of the survey explaining the source, date, precision, and other relevant qualifications of any such data.
- 16. Evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
- 17. Proposed changes in street right of way lines, if such information is made available to the surveyor by the controlling jurisdiction. Evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
- 18. Pursuant to Section 5 and 6 (and applicable selected Table A items, excluding Table A item 1), include as part of the survey any plottable offsite (i.e., appurtenant) easements or servitudes disclosed in documents provided to or obtained by the surveyor.
- 19. Professional Liability Insurance policy obtained by the surveyor in the minimum amount of \$ _____ to be in effect throughout the contract term. Certificate of Insurance to be furnished upon request, but this item shall not be addressed on the face of the plat or map.
- 20. _____

TERMS OF AGREEMENT

1. Wood, Patel & Associates, Inc. is referred to as Consultant, within this Agreement. Consultant makes no representation or warranty concerning the estimated quantities and cost estimates provided in connection with maps, plans, reports, specifications, drawings, or submittals other than that all such amounts are good faith estimates and professional opinions only. Since Consultant has no control over market conditions, bidding procedures, or the efficiency of any contractor's means and methods of construction, the Consultant cannot warrant that bids, final quantities, or ultimate construction costs will not vary from these good faith estimates.
2. Consultant makes no representations concerning soil or environmental conditions and is not responsible for any liability that may arise out of the making or failure to make soil or environmental surveys, sub-surface tests, or general testing.
3. In the event that any changes are made in the plans and specifications by the Client or persons other than the Consultant, or the improvements and mitigation measures are not constructed as required in Consultant's plans and specifications, any and all liability arising out of such unauthorized changes or deviation is waived as against the Consultant and its subconsultants (if any). Client assumes full responsibility for such changes or deviations unless Client has given Consultant prior notice and has received from Consultant written consent for such changes or deviations.
4. The Consultant is not responsible, and liability is waived by the Client as against Consultant, for use by Client or any other person of any plans or drawings not signed and sealed by Consultant as final and ready for bidding or construction. Plans, reports, drawings, or specifications marked "Preliminary" or "Not For Construction", or otherwise marked to indicate they are not final, may not be used for estimating, bidding, or construction without Consultant's advance written authorization.
5. Client and Consultant have agreed, to the fullest extent permitted by law and notwithstanding any other term or condition of this Agreement, to allocate the risks of this Project such that the total liability of Consultant, its subconsultants, and their respective officers, directors, shareholders, designated principals, agents, representatives, and insurers, or any of them, in the aggregate to Client (or anyone claiming through or on behalf of Client) for any and all claims (including, without limitation, claims expenses such as attorneys' fees, expert fees, and court costs), losses, costs, or damages of any nature whatsoever, whether presently known or unknown, liquidated or contingent, resulting from or in any way related to or arising from the project, this Agreement, or any other cause or causes shall not exceed \$50,000 or fee paid under this Agreement. Consultant and Client intend that this risk allocation shall apply to any and all liability or cause of action against Consultant, however alleged or arising, unless otherwise prohibited by law. Should Client not pay Consultant in full for all services rendered in accordance with this Agreement, Client waives and releases Consultant from any and all liability.
6. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, Client and Consultant, and their respective officers, directors, partners, employees, members, contractors, or subconsultants shall not be liable to the other, or make any claim for, any incidental, indirect, consequential, or punitive damages arising out of or connected in any way with this Agreement, or the project or services that is the subject of this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, damage to or loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including, without limitation thereby, breach of contract, intentional misconduct, negligence, strict liability, or express or implied warranty.
7. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise noted in this Agreement.
8. A late payment FINANCE CHARGE computed at the periodic rate of 1.00% per month, which is an ANNUAL PERCENTAGE RATE of 12%, shall be added to any unpaid balance due Consultant under this Agreement commencing 30 days after the date of the original invoice. Should legal action be necessary to enforce the provisions of this Agreement, the Client agrees to pay all attorneys' fees and court costs incurred in the prosecution thereof. Client's failure or refusal to timely pay any compensation due Consultant under this Agreement shall be considered substantial non-performance of the Agreement by Client and good cause for Consultant to suspend or terminate this Agreement at its sole option.
9. This agreement may be terminated by Client or Consultant at any time for convenience upon thirty (30) days' written notice. Upon such termination, Consultant shall deliver to Client a final invoice for work completed through the effective date of termination. Upon payment of outstanding monies Consultant will provide all documents, work product and deliverables to Client.
10. Client understands that jurisdictional authorities, public or private utilities, or other third parties exercising inspection or oversight powers with respect the project that is the subject of this Agreement, Consultant's professional documents or self-certifications, any permit for construction, or other applicable law, regulation, policy, guidelines, or interpretations may cause a need for additional office or field work to implement the lawful decision or direction of such reviewing authorities. Client shall pay Consultant for the additional services required to comply with or implement the decisions, interpretations, or direction of reviewing authorities according to the terms and fee schedules in effect at the time such services are performed.
11. Client shall pay the costs of plan checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.
12. In the event all or any portion of the work prepared or partially prepared by the Consultant is suspended, abandoned, or terminated, the Client shall pay the Consultant for all fees, charges, and services provided pursuant to this Agreement, not to exceed any contract limit specified herein. A restart fee equivalent to twenty (20) percent of the base fee payable to Consultant under this Agreement will be charged if the Project or work of this Agreement is placed on hold. All studies, reports, plans, specifications, certifications or other professional documents generated by Consultant (collectively "instruments of service") for this Agreement remain Consultant's property and Consultant shall be deemed their author and sole owner. Consultant shall retain all copyrights, common law, statutory and other ownership rights to its instruments of service. Upon paying in full for Consultant's services, Client shall obtain a limited, non-exclusive license to use Consultant's instruments of service for purposes of this project only. Client acquires no ownership rights to Consultant's instruments of service by virtue of this Agreement, and it may not use Consultant's instruments of service, or any aspect, element, or derivative work based on them for any other purpose. Nor does Client have any right to further assign, delegate, pledge or transfer the limited license created by this Agreement without the express written permission of Consultant, which Consultant may withhold in its sole discretion. Client may, consistent with the terms and conditions of this Agreement, reproduce Consultant's instruments of service, or portions or derivative works based thereon, to satisfy

regulatory requirements of any authority having jurisdiction over the project, or for the use of any consultant, contractor, subcontractor, or supplier to Client executing the work described in Consultant's instruments of service. Consultant's instruments of service may not be used for any future addition to or alteration of the project without Consultant's express written permission.

13. For delays that are beyond the consultant's control, such as force majeure, and upon written request from the consultant, the client's authorized representative shall negotiate an adjustment to the project schedule set forth in this agreement. A force majeure event is an event beyond the consultant's reasonable control, including but not limited to, unusually severe weather, fire, floods, acts of god, pandemics, labor disputes, acts of terrorism. The consultant shall use all reasonable efforts to minimize the duration and consequences or delay resulting from a force majeure and shall give client prompt notice of such event.
14. Construction staking fees are for setting one (1) set of stakes only for each item listed. Client and its contractors are responsible for protecting these stakes. Any restaking or staking of items not listed or replacement of control stakes or pins necessary to stake the item of work called for shall be performed on an hourly basis as additional services. If expedited construction staking is required to replace such stakes or pins that have been damaged, out of the control of the Consultant, the expedited services may be billed at a premium rate.
15. Printing or plotting of drawings, delivery charges, and postage, as well as review fees, shall be billed as a reimbursable expense at Consultant's cost plus ten (10) percent.
16. Revisions, alterations, or change orders requested by the Client shall be deemed extra work. Consultant will prepare an Additional Services Agreement to be approved by the Client which details the scope and fee. Client must authorize Additional Services Agreement prior to work commencing. In the event it is not feasible to prepare an Additional Services Agreement Client agrees to pay Consultant hourly. Consultant fees will be charged per the fee schedule in effect at the time such revisions are requested.
17. This proposal is valid for thirty (30) days from the date of preparation. The laws of the state of Arizona, without regard to choice of law principles, shall govern the interpretation and enforcement of this Agreement and any claim or cause of action for breach of this Agreement. The prevailing party in any litigation or arbitration arising from or relating to this Agreement, as determined by the court or arbitrator deciding the dispute, shall be entitled to recover from the non-prevailing party a reasonable sum in compensation of its attorneys' fees and costs incurred.
18. Neither party to this Agreement will hire or make an offer of employment to an employee of the other party, without prior written consent of the other party.
19. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) from and against all losses, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the negligent acts, errors or omissions of Client or Client's separate contractors, subcontractors, consultants, or anyone for whom Client is legally responsible in connection with the Project.
20. By signing this Agreement, Client's representative represents that he or she has the legal right, power and authority to enter into this Agreement, and to direct Consultant to study the Project, prepare plans for Project, and enter the Project site.
21. Except as to those persons or parties expressly named in this Agreement, nothing contained in this Agreement shall confer third party beneficiary status upon or create a contractual relationship with, right to reliance, or cause of action in favor of any third party against either the Client or the Consultant. Consultant's services under this Agreement are performed solely for Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. Client and Consultant agree to include a similar disclaimer of third party beneficiaries in all contracts with their respective contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to fulfill the intent of this provision.
22. Client agrees, in any construction contracts and subcontracts awarded in connection with this Project, to require all contractors or vendors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and limits of Commercial General Liability Insurance (CGL) that are no less than the limits of insurance required of Consultant. Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and Consultant's subconsultants as Additional Insureds, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. Client shall require all contractors to furnish to Client and Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal or replacement of each policy in effect during the entire period of construction. In addition, Client shall require that all contractors shall, to the fullest extent permitted by law, indemnify and hold harmless Client, Consultant and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with any contractor's or subcontractor's negligent or willful acts, errors or omissions in connection with the project or work that is the subject of this Agreement, including without limitation all claims by employees of the contractors.
23. Applicable to Rental Community projects only: The Project depicted in Consultant's plans, drawings and specifications has been specifically designed for Client as an apartment community where individual units are leased or rented to their occupants. This Project has not been designed with the intent that ownership of individual units shall be sold or transferred to individual owners. Design standards and criteria for apartment communities may vary significantly from those applicable to time share or condominium communities where individual units are sold to occupants. Therefore Consultant assumes no liability to any Client, developer, builder, lender, investor, community or homeowners' association, or to any subsequent owner or occupant of this Project, or anyone asserting a claim by or through them, for repair, replacement, diminished useful life, reduced performance or diminution of property value, in the event this Project is subsequently converted from an apartment community to a time share or condominium community where units are individually owned. This variance in design standards and criteria may adversely affect the use, performance or property values for individual owners in time share or condominium communities.
24. Applicable to Rental Community projects only: Client does not now foresee that this Project will be converted into condominiums, time shares, or any other use for which ownership of individual units shall be sold or transferred to individual owners. Because Consultant did not design this Project for condominium ownership, time share, or other use in which ownership of individual units is sold or transferred to individual owners, Client agrees that, if Client converts the Project to such use or ownership, Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant and Consultant's officers, directors, shareholders, employees and sub consultants from any and all claims, losses, damages and costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising in any manner whatsoever from conversion of the Project to condominium, time share, or other use where ownership of individual units is sold or transferred to individual owners.

25. Client agrees and understands inspections and preventive maintenance must be performed by qualified individuals to properly maintain the project infrastructure and facilities to perform as designed.
26. Applicable to Condominium projects only: Client agrees to include in the Covenants, Conditions and Restrictions or equivalent documents (collectively "CC&R's") recorded on the Project, and in the by-laws of any Homeowners or Community Association ("Association") established for this Project, a requirement that the Association shall perform all inspections and preventive maintenance recommended in the Maintenance Manual or necessary to properly maintain the infrastructure and facilities to perform as designed. Furthermore, Client agrees to establish and notify the Association and its members or owners at or before the time units are sold to members or owners of the reasonably-anticipated reserves needed for such inspections and preventive maintenance. Client shall also cause the CC&R's for the Project and the Association by-laws to contain an appropriate waiver of liability and indemnity, in a form mutually approved by Client and Consultant, if the Maintenance Manual recommendations for inspections and preventive maintenance are not performed.
27. Neither this Agreement, nor any claim or cause of action arising from or relating to this Agreement, its interpretation, enforcement, or breach, shall be assignable by either Client or Consultant, and any attempted assignment shall be void.
28. Notwithstanding any other term or condition of this Agreement to the contrary, all claims or legal actions by either party against the other arising out of or in any way connected with this Agreement or the services performed by Consultant or its subconsultants hereunder shall be barred, and under no circumstances shall any such legal action be initiated by either party after two (2) years from the completion of Consultant's services pursuant to this Agreement, as determined by the final invoice for Consultant's services, unless this Agreement shall be terminated earlier by either party, in which case, the date of termination shall be the date from which the time to commence legal action shall commence.
29. If any term or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such determination shall apply only to the term or provision so affected, and the remainder of this Agreement shall be fully enforceable and effective as originally agreed. Notwithstanding the completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive and remain in full force and effect until discharged by performance or operation of law.

WOODPATEL is pleased to offer this professional services agreement to **Pinal County**. If this agreement meets with your approval, please indicate by signing below and returning one copy to us.

Sincerely,

Wood, Patel & Associates, Inc.



Nicholas E. Brown, PE
Vice President

NEB/cp

Y:\WP\Proposals\Municipal Dept\Pinal County San Tan Valley Rezoning ASA Pinal County B Billingsley Rev 06-19-24.docx

AUTHORIZATION & ACCEPTANCE FOR PROFESSIONAL SERVICES

Accepted for _____
(Organization Responsible for Payment)

Accepted by _____
(Name and Title)

Signature _____ Date _____

2024 HOURLY FEE SCHEDULE

ENGINEERING & SURVEYING

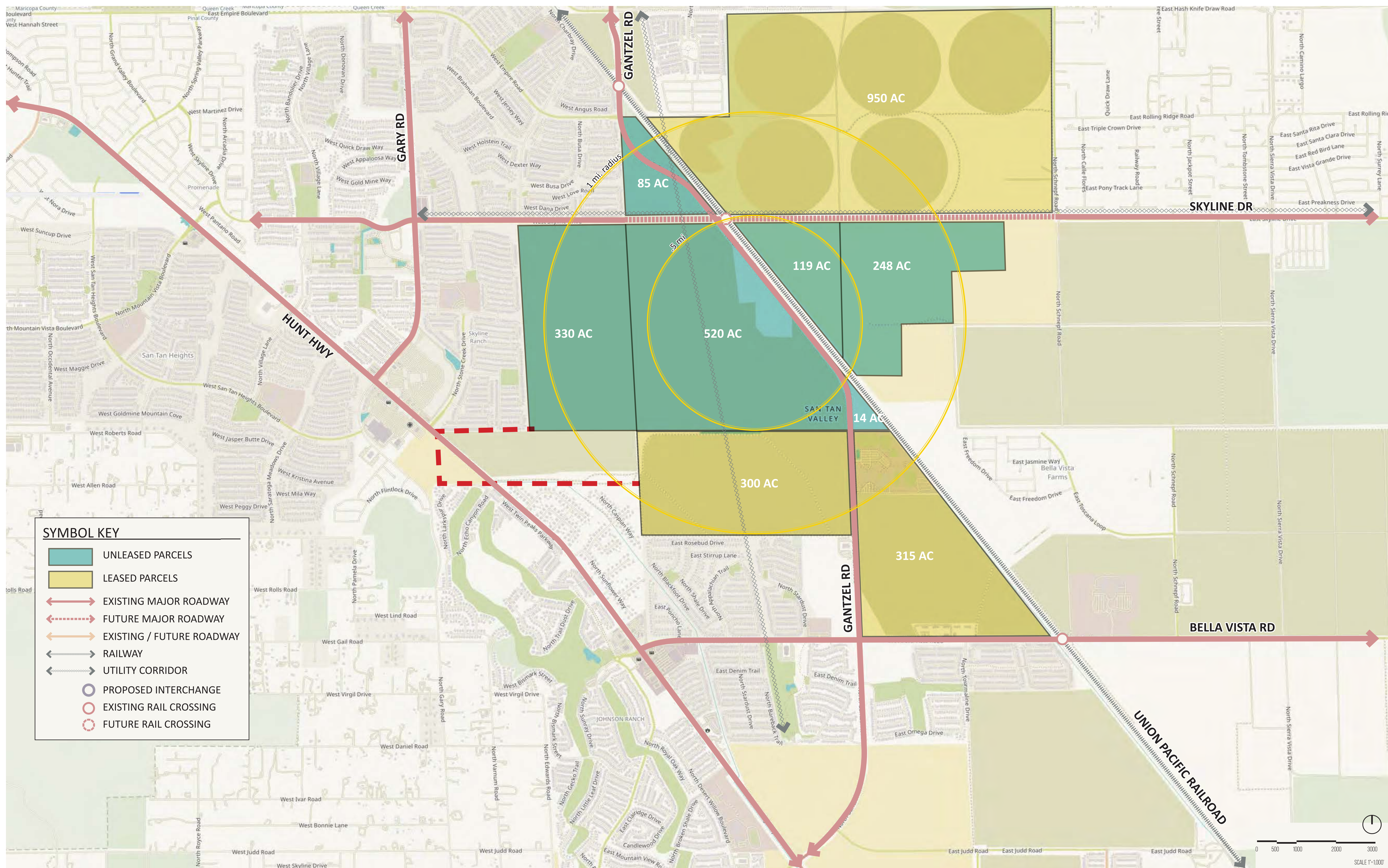
Project Manager 4.....	\$250
Project Manager 3.....	\$230
Project Manager 2.....	\$200
Project Manager 1.....	\$185
Project Manager.....	\$170
Engineer 6.....	\$190
Engineer 5.....	\$170
Engineer 4.....	\$150
Engineer 3.....	\$140
Engineer 2.....	\$130
Engineer 1.....	\$120
Engineer.....	\$110
Technician 6.....	\$150
Technician 5.....	\$140
Technician 4.....	\$120
Technician 3.....	\$110
Technician 2.....	\$100
Technician 1.....	\$90
Technician.....	\$80
Surveyor 6.....	\$145
Surveyor 5.....	\$130
Surveyor 4.....	\$120
Surveyor 3.....	\$110
Surveyor 2.....	\$100
Surveyor 1.....	\$90
Surveyor.....	\$80
2-Man Survey Crew.....	\$195
1-Man Survey Crew.....	\$125

CONSTRUCTION MANAGEMENT

Construction Manager 3.....	\$200
Construction Manager 2.....	\$180
Construction Manager 1.....	\$160
Construction Manager.....	\$140
Construction Observer 3.....	\$125
Construction Observer 2.....	\$115
Construction Observer 1.....	\$105

REIMBURSABLE COSTS

Reproductions and Outside Delivery Service.....	Cost Plus 10%
Office Travel.....	\$0.67/mile
Fuel Surcharge Determined by Distance	



SYMBOL KEY

	UNLEASED PARCELS
	LEASED PARCELS
	EXISTING MAJOR ROADWAY
	FUTURE MAJOR ROADWAY
	EXISTING / FUTURE ROADWAY
	RAILWAY
	UTILITY CORRIDOR
	PROPOSED INTERCHANGE
	EXISTING RAIL CROSSING
	FUTURE RAIL CROSSING



John E. Sather AIA, AICP

Jon C. Bernhard AIA

Jeffrey M. Denzak AIA, ASLA, APA

Michael D. Wetzel AIA

March 15, 2024
(revised 040924)
(revised 051524- per ASLD comments and County's Input)

Mr. Michael T. Young, PE
Principal
Wood Patel
2051 W Northern Avenue, Suite 100
Phoenix, AZ 85021

**Re: Work Plan for Pinal County San Tan Valley City Center
Development Plan and Rezoning**

Dear Mike:

Per our on-going efforts, the following proposal and work plan is aligned with the County's current strategy to move ahead with a rezoning of the ASLD lands as depicted on our current master plan.

A. OVERVIEW

This effort will require careful coordination with the County as well as the ASLD. As we have discussed, we will follow the County rezoning application process, and specifically utilize the County's *Large- Master Plan Community* zoning classification for the new effort. And has been acknowledged, we'll utilize the *Superstition Vistas Retained Parcel MPC for Apache Junction* as a precedent document.

B. SCOPE OF WORK AND FEES

The following scope of services has been organized in a sequential manner to ensure our time together is based on an efficient and most effective process. As such, our work with you and your team will start with more general topics and continually evolve to particular (more detailed) solutions. We will coordinate with the County and ASLD on an overall schedule.

Task One: Development Plan (4-6 weeks)

Prior to starting the zoning document, SWABACK will develop all aspects of the development plan so that the County and ASLD can provide input and feedback on each individual component. Based on the preliminary conceptual master plan created to date, we will organize this effort in a series of key discussion topics including; land use & market demand, backbone roadway system, open space, grading and drainage and land use budget. The goal of this methodology is to ensure the County and ASLD

are in alignment every step of the way. As part of this effort, we will use a series of precedent projects to confirm direction and components.

Deliverables for Task One:

1a. *Component review of the Development Plan*

- *Land Use & Market Demand*
- *Backbone Roadway System*
- Open Space & Grading and Drainage*

1b. *Analogous Examples of Land Use Components. Built examples of the range of land uses as a visual aide to ensure all participants are on the same page as to expectations of the future built environment (similar exercise as SWABACK conducted during the Superstition Vistas ASLD effort with Brookfield Properties).*

1c. *Final Development Plan (with the full range of uses, parcel size and configurations, etc. note; we'll need to build in flexibility based on low/ medium/ high density and intensity considerations)*

1c. *Final Land Use Budget (note; plan and budget will be based on critical market data provided by ESI as coordinated with Pinal County Economic Development Department)*

Estimated Cost:..... \$36,000.00
(assumes 200 hours +/- at an average hourly rate of \$180.00)

Task Two: Preparation of the Zoning Document (6-8 weeks)

Based on the preparation of the Development Plan in Task One, SWABACK will turn its attention to the preparation of the zoning document. The zoning document will be based on the County's *Large Master Plan Community (L-MPC) Zoning District* and will align with the referenced Superstition Vista's document as well (as discussed in our meetings with ASLD, they asked us to reference the Superstition Vistas "Retained" Property MPC as a good example). We will coordinate all reviews, editing and refinements with both the County (staff & land use attorney) and ASLD on final language. The document will be prepared in an electronic format and prior to finalization; a word document will be circulated to County staff for review and comment. A final version will be provided in both hard copy and electronically.

Deliverables for Task One:

2a. *Draft Zoning Document and Components per the County requirements*

- + *title page*
- + *Principals and development team page*
- + *Table of Contents page*
- + *Site Conditions and location exhibits and associated data*
- + *Conformance to the comprehensive plan and associated data*
- + *Development table and associated data*
- + *L-MPC use districts and associated data*
- + *Master project design character/ theming and associated data*
- + *Zoning implementation table and associated data*
- + *Signage standards and associated data*
- + *Phasing Plan*

Note: Coordinate with ASLD to ensure the flexible zoning approach, and at the same time, meet the requirements of the County's L-MPC Zoning district. Zoning document should include language relative to secondary planning and plan administration (per ASLD).

2b. *Document Review and Edits (note; includes at least two reviews)*

2c. Final new zoning document

Estimated Cost:..... **\$56,000.00**
(assumes 280 hours +/- at an average hourly rate of \$200.00)

Task Three: ASLD Coordination Meetings

As part of this effort, SWABACK will coordinate with and meet with the ASLD throughout the process to ensure their input. A series of working meetings will be orchestrated so that input can be provided. SWABACK Partner-in-Charge will be attending these meetings along with the designated project manager.

Deliverables for Task Three:

3a. A Series of Working Meetings with County & ASLD staff (note; assumes 3 meetings)

Estimated Cost:.....**\$7,000.00**
(assumes 20 hours +/- at an average hourly rate of \$350.00)

Task Four: Pinal County Required Meetings and Presentations (4-6 weeks)

SWABACK will coordinate with County staff on any and all required public meetings necessary as part of the rezoning effort. This effort will include all the technical components of public notification, mailings, etc. It will also include careful coordination with the County staff on preparation of presentations and presentations. For the neighborhood meeting, SWABACK will orchestrate an Open House with a series of “topic stations” for guest review. Mr. Denzak will prepare, lead and orchestrate all public meetings and associated presentations.

Deliverables for Task Two:

4a. Neighborhood Meeting (Preparation & Orchestration)

4b. Planning & Zoning Commission Presentation

4c. Board of Supervisors Presentation

4d. All Coordination with County Staff on Logistics of Advertisement for Public Meetings to be performed by Wood Patel with County assistance)

Estimated Cost:.....**\$20,000.00**
(assumes 80 hours +/- at an average hourly rate of \$250.00)

Total Proposed Labor Cost:.....**\$119,000.00**

C. DETAILED CONSIDERATIONS

The services included herein may be terminated by you at any time for any reason, as long as SWABACK has been paid for all services rendered to the date of termination.

It is understood that parties hereto will neither assign, sublet, nor transfer any interest herein and, further, that each party binds himself and his partners, successors, executors, administrators, and assigns to the other party in all covenants hereto. SWABACK has provided no environmental investigations on this site/project, has no knowledge of any adverse environmental conditions on the site/project, and is not responsible for and has no liability for any such environmental condition should one be found. It is the responsibility of the client to investigate and make these environmental determinations.

Fees and all other charges will be billed monthly as the work progresses and as a percentage of completion. The amount of each billing will be due and payable thirty (30) days after the date of such billing. Any portion of a billing not paid thirty (30) days of the billing date will be considered delinquent and will bear an interest charge of one and one-half (1-1/2) percent per month (annual percentage rate 18 percent) on the unpaid balance.

SWABACK PARTNERS
2024 PROFESSIONAL SERVICE FEES

Partners and Directors:

Jeffrey M. Denzak, AIA ASLA APA \$350.00 / hour
Michael C. Wetzel, AIA \$350.00 / hour

Design Partners and Managers:

Chris McKibben, APA, ASLA \$250.00 / hour

Planning and Architectural Staff

Project Planner/ Landscape Architect \$200.00 / hour
Project Architect/ Project Manager \$190.00 / hour
Designer/ Draftsman \$150.00 / hour

Reimbursable Costs

All normal reimbursable expenses, including plotting, printing, photography, reproductions, mounting, delivery, long distance phone calls, travel expenses and other consultant services such as artist renderings at cost

Mileage @ Federal rate

All normal reimbursable expenses, including but not limited to, outside consultant services, reproduction of documents and drawings, photography, deliveries, long distance telephone calls, travel, lodging, government review fees, and data transmission will be billed in addition to the professional fees at cost plus. Reimbursable costs will not exceed **\$10,000.00**.

D. SUMMARY

In spite of all the many unknowns, we have endeavored to give an overall structure to this proposal. We would like to express our personal enthusiasm for the opportunity of working together on this project. We will give this opportunity our creative and strategic best. Please give me a call if you have any questions about the proposed approach and or process. Our entire team looks forward to this project and we are eager to begin.

1

Sincerely,

SWABACK PARTNERS, pllc

Jeffrey M. Denzak, AIA ASLA APA
Partner

Approved by: _____

Date: _____



Nick Brown
Wood Patel
2051 West Northern Avenue, Suite 100
Phoenix, AZ 85021
nbrown@woodpatel.com

June 7, 2024

Re: **San Tan Valley
Master Transportation Plan
Scope and Fee**

Lökahi, LLC (Lökahi) is very excited to submit this scope and fee for work with Wood Patel on the proposed San Tan Valley development, generally bounded by Skyline Drive, Gantzel Road, and Phillips Road in San Tan Valley, Pinal County.

Project Understanding

Lökahi will provide professional traffic engineering services to Wood Patel to complete a Master Transportation Plan, outlining the future transportation infrastructure needs for the proposed development and immediate surrounding area. This analysis will include a range of possible land uses, with guidance from Swaback, to ensure that the future recommended roadway cross-sections will be flexible and able meet the demand for a variety of possible uses. The Master Transportation Plan will determine the sizing of roadways to develop recommendations for a Master Street Circulation Plan.

Our estimated Lump Sum fee for this contract is \$79,480 (see attached fee for break down). Please feel free to contact me with any questions that you may have regarding this proposal. We look forward to working with you.

Sincerely,

Jamie Ann K. Blakeman, PE, PTOE
Principal
Lökahi, LLC

Accepted Wood Patel:

Nick Brown

Date

Billing and Payment
Invoice will be sent to nbrown@woodpatel.com, unless otherwise directed.

Acceptance of Proposal with Standard Terms and Conditions
This Proposal, including the attached Professional Services Agreement shall constitute our contract for the Scope of Services stated in this Proposal. This Proposal is valid for sixty (60) days from the date of this letter and will expire if not accepted within that time. Your prompt return of a signed copy of this Proposal completes our contract and assures a timely commencement of our services. Lökahi will begin its work following Wood Patel signature and return of this Proposal and Professional Services Agreement

10555 N. 114th Street, Suite 105
Scottsdale, AZ 85259
480.536.7150
www.lokahigroup.com





Scope of Services

San Tan Valley

June 7, 2024

PROJECT UNDERSTANDING

Lōkahi will provide professional traffic engineering services to Wood Patel for the proposed San Tan Valley. Lōkahi will complete a Master Transportation Plan for the project site generally bounded by Skyline Drive, Gantzel Road, and Phillips Road in San Tan Valley, Pinal County. This analysis will include a range of possible land uses, with guidance from Swaback, to ensure that the future recommended roadway cross-sections will be flexible and able meet the demand for a variety of possible uses.

SCOPE OF SERVICES

Lōkahi understands tasks include:

MASTER TRANSPORTATION PLAN

Lōkahi will complete a Master Transportation Plan to include the following:

Task 100 – Project Background

- Review proposed development and evaluate project phasing, land uses, and roadway network.
- Review past studies, plans and policies.
- Coordinate with reviewing agencies to discuss concerns and to determine the scope of the study.
- Define study area boundary and gain a thorough understanding of the study area background.
- Conduct a field review of the study area to document the existing conditions and existing traffic operations including the roadway geometrics, lane configurations and driveway locations, traffic control, etc.

Task 200 – Maricopa Association of Governments (MAG) Model Roadway Network

- Establish communication between Lokahi, on behalf of the Pinal County and MAG staff.
- Request current year, 2030, 2040, and 2050 runs for the study area.
- Review existing MAG model roadway network and compare against current planning documents; MAG's Regional Transportation Plan (RTP) and other relevant area planning studies (including Pinal County's SR 24 extension and Central Arizona Parkway.)
- Calibrate MAG model roadways using the findings and coordination with Pinal County.

Task 300 – Projected Traffic Volumes

- Review existing MAG socioeconomic data.
- Gather information on future planned development within the study area.
- Work with the Pinal County and Arizona State Land Department (ASLD) to coordinate an update to the MAG model Traffic Analysis Zones (TAZ) based on the projected densities and land uses of future known developments within the study area. These projections will be used for future analyses.
- Calibrate MAG model socioeconomic data to include the findings of background traffic volumes and proposed traffic volumes.





Task 400 – Roadway Improvement Analysis

- This analysis will include a range of possible land uses, with guidance from Swaback, to ensure that the future recommended roadway cross-sections will be flexible and able meet the demand for a variety of possible uses.
- Determine sizing and classification of the roadways within and directly surrounding the proposed development. Consider methodology presented in the MCDOT Roadway Design Manual and the FDOT Q/LOS Handbook to perform capacity analyses for the build conditions.
- Evaluate the impact of this site on surrounding existing and proposed roadway network.
- Evaluate the ability for the existing arterial network to accommodate projected traffic.
- Evaluate and consider alignment for proposed future roadways (including Skyline Road).
- Evaluate and consider access management along proposed roadway network.

Task 500 – Report & Figures

- Prepare a draft report, including figures, documentation of the procedures, conclusions, and recommendations. The draft report will be provided for review and comment.
- Incorporate review comments as appropriate into the final report for the proposed development.
- Provide review and comment on Roadway section of the Infrastructure Assessment Report.

Weekly coordination meeting and other meetings that are related to coordination or scoped items will be covered by this scope and fee. Any additional meetings such as neighborhood meeting, planning commission, or similar meetings, Lōkahi staff will attend if requested. Time will be billed at the hourly rate.

The following task are not included in this scope of services:

1. Phased analysis of the proposed development

If this general understanding is not correct or if additional time is needed beyond this Scope of Work, such services can be provided on an additional time and materials basis using the rates outlined below:

Project Manager	\$320.00/hour
Principal Traffic Engineer	\$260.00/hour
Sr. Traffic Engineer	\$240.00/hour
Traffic Engineer	\$210.00/hour
Traffic Designer	\$185.00/hour
Administrative	\$100.00/hour





Derivation of Cost Proposal: Master Transportation Plan

Estimated Direct Labor & Rates

Classification	Man Hours	Rates	Total
Project Manager	22	\$320.00	\$7,040.00
Principal Traffic Engineer	0	\$260.00	\$0.00
Sr. Traffic Engineer	86	\$240.00	\$20,640.00
Traffic Engineer	0	\$210.00	\$0.00
Traffic Designer	280	\$185.00	\$51,800.00
Administrative	0	\$100.00	\$0.00
Total	388		\$79,480.00

Subconsultants

Total **\$0.00**

Total Direct Labor & Subconsultant Cost **\$79,480.00**

Lokahi, LLC

6/7/2024

Jamie Ann K. Blakeman, Principal

Date



Task	Project Manager	Principal Traffic Engineer	Senior Traffic Engineer	Traffic Engineer	Traffic Designer	Administrative	Total
Master Transportation Plan							
100 Project Background	8		12		24		44
200 MAG Model Roadway Network	2		18		48		68
300 Projected Traffic Volumes	2		20		80		102
400 Roadway Improvement Analysis	4		20		48		72
500 Reports & Figures	6		16		80		102
Grand Total:	22		86		280		388



ESI CORP
5635 NORTH
SCOTTSDALE
ROAD
SUITE 170
SCOTTSDALE
ARIZONA
85250

(602) 265-6120

infoesi@esicorp.net
www.esicorp.net

Pinal County ASLD San Tan Valley Study Market Comparison Scope of Work

Project Understanding

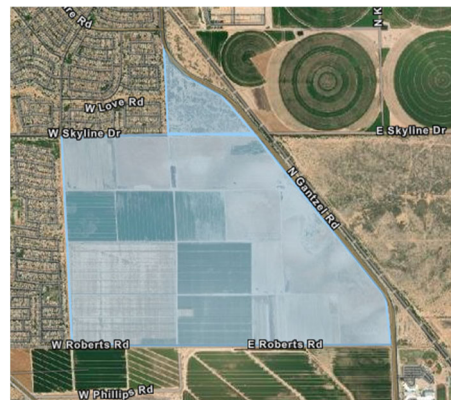
Pinal County is coordinating with Arizona State Land Department (ASLD) in master planning a San Tan Valley state land parcel for potential auction. Pinal County will be the applicant and is currently identifying future land uses for the site, which will require rezoning. To set the stage, a market analysis was prepared October 2023 that projected acres of demand for retail, office and residential through the year 2040, and conceptual land use plans were prepared by Swaback.

As follow up, additional analysis is requested by the County. The initial study covered a couple hundred acres of a state land parcel and this study will look at the entire state land parcel depicted in the graphic. The additional analysis will compare key market drivers of two existing retail centers to use as a point of reference in identifying population and housing density needed for a successful retail center and forecast appropriate level of retail uses.

Scope of Work

In consultation with Pinal County staff, two retail centers have been identified to use as a point of reference to the San Tan site. These include *Queen Creek Marketplace* in Queen Creek and *Fulton Ranch Town Center* in Chandler. Attributes of these two retail centers are similar to the San Tan site. They are similar in size, they are not proximate to a freeway or freeway arterial and they contain the type of retail desirable to San Tan residents. Both retail sites are built out nearly fully occupied.

The objective of the analysis is to compare a variety of existing market dynamics of these two centers to the San Tan site based on population and household projections.





Following are key tasks to be undertaken.

1. Data Collection and Analysis

Collect and analyze market data for the two retail centers. Findings will lay the foundation to understand market dynamics that drive retail success, such as population and household density and median household income. Contrast these findings with the projected density and household income of the San Tan site.

- a. Compile key socioeconomic indicators for the Queen Creek Marketplace and Fulton Ranch Town Center for a 1, 3 and 5 mile radius. Key indicators will include:
 - I. Population
 - II. Households
 - III. Median age
 - IV. Median household income
 - V. Daytime population
 - VI. Percent college educated
 - VII. Parcel size and estimated square feet of existing space
 - VIII. Key retailers
 - IX. Estimate sales tax generation for each center
- b. Obtain MAG population, household and other socioeconomic projections for the San Tan site at 1, 3 and 5 mile radius for the years 2030, 2040, and 2050. A geographic centroid will be agreed upon prior to pulling data.

2. Market Comparison

To help determine population and housing density needed for a successful retail center, ESI will distinguish present day socioeconomic findings of the two retail centers with projected population, household and other key socioeconomic data for the San Tan site. The data will be displayed based on mile radius and timeframe.

- a. Prepare the sociodemographic findings of the two retail centers showing population and household density supporting the center, and median household income.
- b. Apply population and household density findings to San Tan site projections for the years 2030, 2040, and 2050 to showcase market viability.
- c. Create a tabular comparison of the two benchmark sites and San Tan site.



3. Market Forecast

Based on the retail market viability determined by the previous tasks, calculate the square feet of retail that could be supported at the San Tan site and forecast tax revenue utilizing two tax rates:

- 1.10% - Pinal County's existing retail tax rate of 1.10% (net of the State)
- 2.00% - Average of Chandler's retail tax rate and Queen Creek's special tax district

These findings represent a high level analysis and not meant to provide a complete fiscal forecast.

4. Written Report

Prepare a written report that summarizes the findings. Include comparison tables, supporting maps of the two retail centers and the San Tan site and estimated tax revenue.

Timeframe and Fee

Timeframe for completion of San Tan Valley Market Analysis is approximately 4 weeks, based on securing the data needed from MAG staff. The fee for this analysis inclusive of expenses is \$7,200.

	Contract Amendment I		Arizona Department of Administration General Services Division 1400 W. Washington St., Ste. B200 Phoenix, AZ 85007
	Contract ID: CTR066854		
	Contractor: Wood, Patel and Associates, Inc.		
	Contract Amendment #1	Date: 9/26/2023	

ON-CALL ENGINEERING SERVICES

The above-mentioned contract is hereby amended as follows: In accordance with the Special Terms and Conditions, Section 5.0, Contract Changes.

SPECIAL TERMS AND CONDITIONS:

4.0 Costs and Payments

4.1 DELAY CAUSED IN WHOLE OR IN PART BY DESIGN PROFESSIONAL

If delay in the completion of the Project is caused in whole or in part by the actions or inaction of the Design Professional, the Design Professional shall indemnify the Agency against all reasonable Costs, expenses, liabilities, or damages resulting from such delay. In addition, the Design Professional at its own expense shall provide all Services (whether provided by the Design Professional itself or a Design Professional Subconsultant necessary to bring the Project back into compliance with the Schedule.

9.0 Contract Termination

9.1 TERMINATION FOR DEFAULT-DESIGN PROFESSIONAL

- 1) In addition to all other rights reserved to it under the Contract, Agency may terminate the Contract due to Design Professional's failure to:
 - a) Comply with any term or condition of the Contract;
 - b) Comply with any warranty made by Design Professional under the Contract;
 - c) Obtain and maintain all required insurance policies, bonds, licenses and/or permits;
 - d) Make satisfactory progress in carrying out the Work; or
 - e) Furnish Agency with assurances satisfactory to Agency evidencing Design Professional's ability to complete the Work in compliance with all the requirements of the Contract.
- 2) Procurement Officer shall give written notice of the termination and the reasons for it. Upon receipt of written notice by Agency, Design Professional shall immediately discontinue all Services and will immediately terminate placing orders or entering into Subcontracts for Services, supplies, assistance, facilities or Materials in connection with this Contract. In addition, Design Professional shall proceed to cancel promptly all existing Subconsultants insofar as they are related to this Contract.
- 3) Upon termination under this paragraph, all documents, data and reports prepared by Design Professional under the Contract and all attributable Work in progress, Work completed, and Work accepted will become Agency's property, and Design Professional shall deliver all of it to Agency immediately upon a demand made by Agency.
- 4) Upon termination under this paragraph and as soon as practicable after receipt of notice of termination, the Design Professional shall submit a statement, showing in detail the Services performed but not paid for under this Contract to the date of termination. Agency shall then pay Design Professional promptly the accrued and unpaid Services to the date of termination, to the extent the Services are approved by Agency.

- 5) Agency may, following termination of the Contract under this paragraph, procure on terms and in the manner determined to be appropriate Services to replace those that were to have been provided or performed by Design Professional and/or Design Professional's Subcontractors, and Design Professional will be liable to Agency for any excess Cost Agency incurs in procuring such substitutes. Agency shall ascertain Cost to complete the balance of the Work under this Contract. If the Cost to complete the balance of the Work is greater than the unpaid Contract amount, Agency shall retain all unpaid balances and, in addition, Design Professional shall pay directly to Agency the difference in the unpaid balance and the Cost to complete the Work.
- 6) In the event the Agency terminates the Contract for default, the Agency shall be entitled to recover from the Design Professional any and all reasonable attorney fees and court costs (including, but not limited to, primary loss investigation, judgment costs, expert witness and/or consultant fees and any and all expenses, fees, and costs from appellate proceedings).
- 7) If a termination of this Contract by Agency for default later is determined to have been improper, such termination shall be automatically converted to a termination for convenience, and Design Professional's remedies and compensation shall be limited to those for a termination for convenience under the Contract.
- 8) Except as expressly provided in this paragraph, in no case shall Agency pay Design Professional any additional monies other than those previously paid under the Contract.

11.0 DESIGN PROFESSIONAL RESPONSIBILITIES

11.1 MANAGEMENT OF SCHEDULE.

The Design Professional is responsible for timely completion of all its activities, responsibilities, and obligations under this Contract in accordance with the approved Schedule as amended and approved by the Agency. The Agency shall seek the Design Professional's input if any change in the Agency's requirements affects the Schedule. The Design Professional acknowledges and agrees, absent fault of the Agency or force majeure, that if the agreed-upon design milestones in the Schedule are not met, the Design Professional will, at its own expense, accelerate the Work, including accelerating the Work to be performed by (or replace) delinquent Design Professional Subcontractors and retain such additional resources as necessary to return the Project to compliance with the Schedule.

ATTACHED: Full Special Terms and Conditions revised by Amendment I.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

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

SPECIAL TERMS AND CONDITIONS AMENDED

The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1.0 Definition of Terms

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

- 1.1 Co-Op Buyer** “Co-Op Buyer” means a member of the State Purchasing Cooperative that has entered into a “Cooperative Purchasing Agreement” with the Arizona Department of Administration State Procurement Office under A.R.S. § 41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, “Co-Op Buyer” is to be construed as encompassing “eligible procurement unit” under A.A.C. R2-7-101(23).
- NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, “non-profit organizations” are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under section 501(c)(3) through 501(c)(6) of the tax code.
- 1.2 Eligible Agency** “Eligible Agency” in the use of this contract shall mean any State of Arizona agency, university, commission, or board. The State reserves the right to expand the definition of “Eligible Agency” to include Co-Op Buyer as defined in the Special Terms and Conditions paragraph 1.2 at time of a Contract Extension.

2.0 Contract Interpretation

No modifications to uniform terms and conditions section

3.0 Contract Administration and Operation

- 3.1 Term of Contract** The term of the Contract will commence on the date indicated on the Acceptance and continue for a term not to exceed five (5) years unless canceled, terminated, or permissibly extended.

4.0 Costs and Payments

- 4.1 Delay Caused in Whole or In Part by Design Professional** If delay in the completion of the Project is caused in whole or in part by the actions or inaction of the Design Professional, the Design Professional shall indemnify the Agency against all reasonable Costs, expenses, liabilities, or damages resulting from such delay. In addition, the Design Professional at its own expense shall provide all Services (whether provided by the Design Professional itself or a Design Professional Subconsultant necessary to bring the Project back into compliance with the Schedule.

5.0 Contract Changes

No modifications to uniform terms and conditions section

6.0 Risk and Liability

6.1 Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers’ Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule,

regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2 Insurance Requirements

6.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

6.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

6.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

6.3.1 Commercial General Liability (CGL) – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

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

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

6.3.2 Business Automobile Liability

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

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

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

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

6.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000

- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

6.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000
- a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this contract.

6.4 Additional Insurance Requirements

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

- 6.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 6.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

6.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

6.6 Acceptability of Insurers

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

6.7 Verification of Coverage

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

- 6.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 6.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- 6.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The

State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

6.8 Subcontractors

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

6.9 Approval and Modifications

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

6.10 Exceptions

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

7.0 Warranties

No modifications to uniform terms and conditions section.

8.0 State's Contractual Remedies

No modifications to uniform terms and conditions section

9.0 Contract Termination

9.1 Termination for Default – Design Professional

- 1) In addition to all other rights reserved to it under the Contract, Agency may terminate the Contract due to Design Professional's failure to:
 - a) Comply with any term or condition of the Contract;
 - b) Comply with any warranty made by Design Professional under the Contract;
 - c) Obtain and maintain all required insurance policies, bonds, licenses and/or permits;
 - d) Make satisfactory progress in carrying out the Work; or
 - e) Furnish Agency with assurances satisfactory to Agency evidencing Design Professional's ability to complete the Work in compliance with all the requirements of the Contract.
- 2) Procurement Officer shall give written notice of the termination and the reasons for it. Upon receipt of written notice by Agency, Design Professional shall immediately discontinue all Services and will immediately terminate placing orders or entering into Subcontracts for Services, supplies, assistance, facilities or Materials in connection with this Contract. In addition, Design Professional shall proceed to cancel promptly all existing Subconsultants insofar as they are related to this Contract.
- 3) Upon termination under this paragraph, all documents, data and reports prepared by Design Professional under the Contract and all attributable Work in progress, Work completed, and Work accepted will become Agency's property, and Design Professional shall deliver all of it to Agency immediately upon a demand made by Agency.
- 4) Upon termination under this paragraph and as soon as practicable after receipt of notice of termination, the Design Professional shall submit a statement, showing in detail the Services performed but not paid for under this Contract to the date of termination. Agency shall then pay Design Professional promptly the accrued and unpaid Services to the date of termination, to the extent the Services are approved by Agency.
- 5) Agency may, following termination of the Contract under this paragraph, procure on terms and in the manner determined to be appropriate Services to replace those that were to have been provided or performed by Design Professional and/or Design Professional's Subcontractors, and Design Professional will be liable to Agency for any excess Cost Agency incurs in procuring such substitutes. Agency shall ascertain Cost to complete the balance of

the Work under this Contract. If the Cost to complete the balance of the Work is greater than the unpaid Contract amount, Agency shall retain all unpaid balances and, in addition, Design Professional shall pay directly to Agency the difference in the unpaid balance and the Cost to complete the Work.

- 6) In the event the Agency terminates the Contract for default, the Agency shall be entitled to recover from the Design Professional any and all reasonable attorney fees and court costs (including, but not limited to, primary loss investigation, judgment costs, expert witness and/or consultant fees and any and all expenses, fees, and costs from appellate proceedings).
- 7) If a termination of this Contract by Agency for default later is determined to have been improper, such termination shall be automatically converted to a termination for convenience, and Design Professional's remedies and compensation shall be limited to those for a termination for convenience under the Contract.
- 8) Except as expressly provided in this paragraph, in no case shall Agency pay Design Professional any additional monies other than those previously paid under the Contract.

10.0 Contract Claims

No modifications to uniform terms and conditions section.

11.0 Design Professional Responsibilities

11.1 Management of Schedule The Design Professional is responsible for timely completion of all its activities, responsibilities, and obligations under this Contract in accordance with the approved Schedule as amended and approved by the Agency. The Agency shall seek the Design Professional's input if any change in the Agency's requirements affects the Schedule. The Design Professional acknowledges and agrees, absent fault of the Agency or force majeure, that if the agreed-upon design milestones in the Schedule are not met, the Design Professional will, at its own expense, accelerate the Work, including accelerating the Work to be performed by (or replace) delinquent Design Professional Subcontractors and retain such additional resources as necessary to return the Project to compliance with the Schedule.

12.0 Agency Responsibilities

No modifications to uniform terms and conditions section.

13.0 Data and Information Handling

No modifications to uniform terms and conditions section.

14.0 Information Technology Work

No modifications to uniform terms and conditions section.

End of Section



WOOD PATEL & ASSOCIATES INC

Unique Entity ID DYMMKUAG4BU7	CAGE / NCAGE 5GNJ2	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Feb 6, 2025	
Physical Address 2051 W Northern AVE Phoenix, Arizona 85021-5179 United States	Mailing Address 2051 West Northern Avenue Suite 100 Phoenix, Arizona 85021-5179 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Arizona 08	State / Country of Incorporation Arizona / United States	URL http://www.woodpatel.com

Registration Dates

Activation Date Feb 9, 2024	Submission Date Feb 7, 2024	Initial Registration Date May 18, 2009
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Entity Dates

Entity Start Date Jun 1, 1984	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
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Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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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 Subchapter S Corporation
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
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EFT Indicator 0000	CAGE Code 5GNJ2
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Points of Contact**Electronic Business**

♀ Rebecca Diverty, BD Manager	2051 W. Northern Avenue Suite 100 Phoenix, Arizona 85021 United States
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Government Business

♀ Julie Davis, Office Manager	2051 W. Northern Avenue Suite 100 Phoenix, Arizona 85021 United States
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Michael T. Young, President	2051 W. Northern Avenue Suite 100 Phoenix, Arizona 85021 United States
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Past Performance

♀ Michael T Young, President	2051 W. Northern Avenue Suite 100 Phoenix, Arizona 85021 United States
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Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541370	Surveying And Mapping (Except Geophysical) Services

Product and Service Codes

PSC	PSC Name
7643	Topographic Maps, Charts And Geodetic Products
C100	Architect And Engineering- Construction
C1AA	Architect And Engineering- Construction: Office Buildings
C1AZ	Architect And Engineering- Construction: Other Administrative Facilities And Service Buildings
C1BD	Architect And Engineering- Construction: Airport Runways And Taxiways
C1BE	Architect And Engineering- Construction: Airport Terminals
C1EB	Architect And Engineering- Construction: Maintenance Buildings
C1EZ	Architect And Engineering- Construction: Other Industrial Buildings
C1FA	Architect And Engineering- Construction: Family Housing Facilities
C1FB	Architect And Engineering- Construction: Recreational Buildings
C1FC	Architect And Engineering- Construction: Troop Housing Facilities
C1FD	Architect And Engineering- Construction: Dining Facilities
C1FZ	Architect And Engineering- Construction: Other Residential Buildings

C1KA	Architect And Engineering- Construction: Dams
C1KB	Architect And Engineering- Construction: Canals
C1LA	Architect And Engineering- Construction: Airport Service Roads
C1LB	Architect And Engineering- Construction: Highways, Roads, Streets, Bridges, And Railways
C1LZ	Architect And Engineering- Construction: Parking Facilities
C1NZ	Architect And Engineering- Construction: Other Utilities
C1PA	Architect And Engineering- Construction: Recreational Facilities (Non-Building)
C1PC	Architect And Engineering- Construction: Unimproved Real Property (Land)
C219	Architect And Engineering- General: Other

Disaster Response

This entity does not appear in the disaster response registry.