Angeline Woods
Director
Budget and Finance

PINAL COUNTY
OFFICE OF BUDGET & FINANCE

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Brisna Canizalez, Procurement Officer

Date: June 4, 2025

Re: Contract Award of RFP #220226 Specialty Legal Services

Background

Request for Proposal (RFP) 220226 was published to solicit proposals from qualified suppliers to provide legal services in support of the County Attorney in various practice areas. Practice areas may involve the County as a party to litigation, conflict situations or may require outside legal services in a specific matter in which there is a need to supplement the resources available in the County Attorney's Office. Initial contracts were awarded on June 9, 2021 and the County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

Selection Process

Four (4) proposals were received and opened on May 6, 2025, at 2:00 p.m. Three (3) proposals were deemed responsive and responsible and was evaluated by a committee. The proposals were scored on the Capacity of the Responder, Conformance to Terms and Conditions, Scope of Work, and Pricing. The attached Evaluation and Award Determination includes a summary of the evaluation scores for the Responders.

Responders:

Aecus Law
Law Office of Nicolas J. Cornelius, PLLC
Pierce Coleman PLLC
Spencer Fane LLP

Recommendation

After review and scoring of the proposal by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 220226RFP – Specialty Legal Services to Aecus Law, Law Office of Nicolas J. Cornelius, PLLC, and Spencer Fane LLP. The term of the proposed contract is an initial term beginning June 4, 2025 through June 30, 2025, with (1) one-year optional extension. The Board is also requested to authorize the Office of Budget and Finance Director to approve and sign any resulting administrative documents.

PINAL COUNTY
WIDE OPEN OPPORTUNITY

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

Respectfully submitted,

Brisna Canizalez

Brisna Canizalez
Procurement Officer
(520) 866-6223
Brisna.Canizalez@pinal.gov

Attachment: Evaluation and Award Determination

Angeline Woods
Director
Budget and Finance

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OFFICE OF BUDGET & FINANCE

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RFP 220226 Specialty Legal Services
Evaluation and Award Determination

In accordance with the Pinal County Procurement Code, awarding contracts to the following suppliers has been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

Supplier	Total / 1,000 pts	Capacity of the Responder / 800 pts	Conformance / 100 pts	Pricing / 100 pts
Aecus Law	844	680	100	64
Spencer Fane LLP	792	660	85	47
Law Office of Nicolas J. Cornelius, PLLC	760	560	100	100
Pierce Coleman PLLC*	-	-	-	-

*The firm has been eliminated, but are currently on the 220226RFP Specialty Legal Services contract.

PINAL COUNTY
WIDE OPEN OPPORTUNITY

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

Brisna Canizalez
Procurement Officer
520-866- 6223
Brisna.Canizalez@pinal

PINAL COUNTY

Contract 220226RFP
Specialty Legal Services

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 Aecus Law, (Contractor), whose primary address is 3626 Fair Oaks Blvd, Suite 100, Sacramento, CA 95864.

1. CONTRACT TERM. The resultant contract term will commence upon contract execution and run concurrently with the current term of the contract 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 one (1) additional automatic 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.

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.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted ninety (90) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. 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 request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to 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.

4.7 Travel.
Contractor shall get written approval prior to any travel under the contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in County's travel policy.

Contractor shall itemize all per diem and lodging charges. The County's travel policy may be located at http://www.pinalcountyaz.gov/Purchasing/Pages/DoingBusiness.aspx. The County shall reject any claim for travel reimbursement without prior written approval.

5. INVOICING AND PAYMENTS.

5.1 Invoices.

The Contractor shall submit detailed, itemized monthly invoice(s) before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall be submitted no later than the 15th of the month following the month in which the services were performed or expenses incurred, and must in any event be submitted by the close of the month following the month in which the services were performed or incurred. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. Where the fee agreement is on an hourly charge basis, the billings shall conform to the then-current ABA Uniform Task Based Billing Codes applicable to the matter or case where feasible. Contractor shall not block bill. 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 and case number
e. County Attorney file number (if applicable)
f. Invoice number and date
g. Payment terms
h. Date of service provided
i. Actual hours worked with time charged by tenth of hour supported by the Contractor's detailed time sheets which show hours and specific contract tasks worked by each person
j. Personnel classification and name or initial of person performing services
k. Hourly rate
l. Extended amount of fees being billed for all appropriate Contractor personnel
m. Sales tax (if applicable)
n. Total Amount Due
o. A separate running total of fees for each case.

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 Office of Budget & Finance
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

5.2 Intentionally Omitted.

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 the stated in it.

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.

12. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contact 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: Brisna Canizalez	**Name:** Christina Dixon
Address: PO Box 1348 Florence, AZ 85132	**Address:** 3626 Fair Oaks Blvd, Suite 100 Sacramento, CA 95864
Title: Procurement Officer	**Title:** Managing Shareholder
Email: Brisna.Canizalez@pinal.gov	**Email:** Christina@aecuslaw.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 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.

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.

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.

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 17.5 "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 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 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 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 departments, 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 be at least as broad as the Insurance Services Office, Inc.'s CG 2037 0413 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 recover (subrogation) against the County, its departments, 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 departments, 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 recover (subrogation) against the County, its departments, 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	Statutory
Employer's Liability	
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. 23-901, and when such Contractor executes the appropriate waiver form.

(4) Professional Errors and Omissions Liability. Coverage shall be for minimum amounts of $1,000,000 per claim and $2,000,000 annual aggregate.

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 that any insurance carried by the County, its agents, officials, or employees shall be excess and not contributory insurance as provided by A.R.S. § 41-621 E.

(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.

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.

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/wp-content/uploads/legacy_drupal_files/omb/memoranda/2007/m07-16.pdf

NOTE: For convenience of reference only, the GSA directive is available at: https://www.gsa.gov/directives-library/gsa-rules-of-behavior-for-handling-personally-identifiable-information-pii-2

b. 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 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.

PINAL COUNTY

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**	**AECUS LAW** **3626 Fair Oaks Blvd, Suite 100** **Sacramento, CA 95864**
BY: Jeffrey McClure (Name)	BY: Christina Dixon (Name)
Vice-Chairman, Pinal County Board of Supervisors (Title)	Managing Shareholder (Title)
(Signature)	Christina K. Dixon (Signature)
DATE: June 4, 2025	DATE: May 20, 2025

Approved as to Legal Content:

5-22-25

Pinal County Attorney's Office (Date)

PINAL COUNTY

Contract 220226RFP
Specialty Legal Services

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 Law Office of Nicolas J. Cornelius, PLLC, (Contractor), whose primary address is 5090 N 40th St, Suite 200, Phoenix, AZ 85018.

1. CONTRACT TERM. The resultant contract term will commence upon contract execution and run concurrently with the current term of the contract 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 one (1) additional automatic 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.

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.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted ninety (90) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. 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 request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to 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.

4.7 Travel.
Contractor shall get written approval prior to any travel under the contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in County's travel policy.

Contractor shall itemize all per diem and lodging charges. The County's travel policy may be located at http://www.pinalcountyaz.gov/Purchasing/Pages/DoingBusiness.aspx. The County shall reject any claim for travel reimbursement without prior written approval.

5. INVOICING AND PAYMENTS.

5.1 Invoices.

The Contractor shall submit detailed, itemized monthly invoice(s) before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall be submitted no later than the 15th of the month following the month in which the services were performed or expenses incurred, and must in any event be submitted by the close of the month following the month in which the services were performed or incurred. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. Where the fee agreement is on an hourly charge basis, the billings shall conform to the then-current ABA Uniform Task Based Billing Codes applicable to the matter or case where feasible. Contractor shall not block bill. 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 and case number
e. County Attorney file number (if applicable)
f. Invoice number and date
g. Payment terms
h. Date of service provided
i. Actual hours worked with time charged by tenth of hour supported by the Contractor's detailed time sheets which show hours and specific contract tasks worked by each person
j. Personnel classification and name or initial of person performing services
k. Hourly rate
l. Extended amount of fees being billed for all appropriate Contractor personnel
m. Sales tax (if applicable)
n. Total Amount Due
o. A separate running total of fees for each case.

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 Office of Budget & Finance
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

5.2 Intentionally Omitted.

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 the stated in it.

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.

12. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contact 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: Brisna Canizalez	**Name:** Nicolas Cornelius
Address: PO Box 1348 Florence, AZ 85132	**Address:** 5090 N 40th St, Suite 200 Phoenix, AZ 85018
Title: Procurement Officer	**Title:** Esq. Lawyer
Email: Brisna.Canizalez@pinal.gov	**Email:** Nick@corneliuslawaz.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 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.

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.

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.

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 17.5 "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 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 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 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 departments, 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 be at least as broad as the Insurance Services Office, Inc.'s CG 2037 0413 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 recover (subrogation) against the County, its departments, 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 departments, 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 recover (subrogation) against the County, its departments, 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	Statutory
Employer's Liability	
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. 23-901, and when such Contractor executes the appropriate waiver form.

(4) Professional Errors and Omissions Liability. Coverage shall be for minimum amounts of $1,000,000 per claim and $2,000,000 annual aggregate.

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 that any insurance carried by the County, its agents, officials, or employees shall be excess and not contributory insurance as provided by A.R.S. § 41-621 E.

(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.

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.

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/wp-content/uploads/legacy_drupal_files/omb/memoranda/2007/m07-16.pdf

NOTE: For convenience of reference only, the GSA directive is available at: https://www.gsa.gov/directives-library/gsa-rules-of-behavior-for-handling-personally-identifiable-information-pii-2

b. 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 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.

PINAL COUNTY

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**	**LAW OFFICE OF NICOLAS J. CORNELIUS, PLLC** **5090 N 40th St, Suite 200** **Phoenix, AZ 85018**
BY: Jeffrey McClure (Name)	BY: Nicolas Cornelius (Name)
Vice-Chairman, Pinal County Board of Supervisors (Title)	Esq. Lawyer (Title)
(Signature)	Nicolas J Cornelius (Signature)
DATE: June 4, 2025	DATE: 05-22-2025

Approved as to Legal Content:

M. Piasji 5-22-25

Pinal County Attorney's Office (Date)

PINAL COUNTY

Contract 220226RFP
Specialty Legal Services

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 Spencer Fance LLP, (Contractor), whose primary address is 2415 E Camelback Rd, Suite 600, Phoenix, AZ 85016.

1. CONTRACT TERM. The resultant contract term will commence upon contract execution and run concurrently with the current term of the contract 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 one (1) additional automatic 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.

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.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted ninety (90) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. 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 request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to 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.

4.7 Travel.
Contractor shall get written approval prior to any travel under the contract in which reimbursement of expenses will be requested. Contractor will be reimbursed for actual expenses incurred in accordance with the current rates specified in County's travel policy.

Contractor shall itemize all per diem and lodging charges. The County's travel policy may be located at http://www.pinalcountyaz.gov/Purchasing/Pages/DoingBusiness.aspx. The County shall reject any claim for travel reimbursement without prior written approval.

5. INVOICING AND PAYMENTS.

5.1 Invoices.

The Contractor shall submit detailed, itemized monthly invoice(s) before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall be submitted no later than the 15th of the month following the month in which the services were performed or expenses incurred, and must in any event be submitted by the close of the month following the month in which the services were performed or incurred. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. Where the fee agreement is on an hourly charge basis, the billings shall conform to the then-current ABA Uniform Task Based Billing Codes applicable to the matter or case where feasible. Contractor shall not block bill. 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 and case number
e. County Attorney file number (if applicable)
f. Invoice number and date
g. Payment terms
h. Date of service provided
i. Actual hours worked with time charged by tenth of hour supported by the Contractor's detailed time sheets which show hours and specific contract tasks worked by each person
j. Personnel classification and name or initial of person performing services
k. Hourly rate
l. Extended amount of fees being billed for all appropriate Contractor personnel
m. Sales tax (if applicable)
n. Total Amount Due
o. A separate running total of fees for each case.

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 Office of Budget & Finance
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

5.2 Intentionally Omitted.

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 the stated in it.

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.

12. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contact 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: Brisna Canizalez	**Name:** Scott Rhodes
Address: PO Box 1348 Florence, AZ 85132	**Address:** 2415 E Camelback, Rd, Suite 600 Phoenix, AZ 85016
Title: Procurement Officer	**Title:** Lead Partner
Email: Brisna.Canizalez@pinal.gov	**Email:** srhodes@spencerfane.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 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.

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.

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.

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 17.5 "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 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 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 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 departments, 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 be at least as broad as the Insurance Services Office, Inc.'s CG 2037 0413 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 recover (subrogation) against the County, its departments, 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 departments, 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 recover (subrogation) against the County, its departments, 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	Statutory
Employer's Liability	
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. 23-901, and when such Contractor executes the appropriate waiver form.

(4) Professional Errors and Omissions Liability. Coverage shall be for minimum amounts of $1,000,000 per claim and $2,000,000 annual aggregate.

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 that any insurance carried by the County, its agents, officials, or employees shall be excess and not contributory insurance as provided by A.R.S. § 41-621 E.

(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. The Contractor agrees to indemnify the County from and against claims, loss, damages, expenses, or liability ("Damages") caused by any negligent or tortious act or omission by the Contractor or the Contractor's personnel in the performance of the services pursuant to this agreement, provided, however, the Contractor is not liable for Damages caused by or arising out of actions or omissions

of the County or the County's personnel. Nothing in this agreement shall broaden or expand the Contractor's liability for negligent or tortious acts or omissions beyond that provided by applicable law (including comparative and contributory negligence principles), or impose liability on the Contractor where no negligent or tortious conduct is proven, or create independent claims under contract law. This indemnification provision shall not apply to any settlement or payment effected without prior written consent of the Contractor.

16.4 Patent and Copyright Indemnification. N/A

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.

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.

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/wp-content/uploads/legacy_drupal_files/omb/memoranda/2007/m07-16.pdf
NOTE: For convenience of reference only, the GSA directive is available at: https://www.gsa.gov/directives-library/gsa-rules-of-behavior-for-handling-personally-identifiable-information-pii-2

b. 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 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.

PINAL COUNTY

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**	**SPENCER FANE LLP** **2415 E Camelback Rd, Suite 600** **Phoenix, AZ 85016**
BY: Jeffrey McClure (Name)	BY: Scott Rhodes (Name)
Vice-Chairman, Pinal County Board of Supervisors (Title)	Lead Partner (Title)
(Signature)	(Signature)
DATE: June 4, 2025	DATE: May 21, 2025

Approved as to Legal Content:

5-22-25

Pinal County Attorney's Office (Date)

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Lorina Gillette, CPPB, Procurement Officer

Date: June 4, 2025

Re: Contract Award of ROQ #253428 CMAR for Pinal County Administration (STAR) Building

Background

Review of Qualifications 253428 was published to solicit proposals from qualified contractors to provide CMAR services for the Pinal County Administration (STAR) Building for Facilities Management Department.

Selection Process

Twelve proposals were received and opened on February 27, 2025, at 2:05 p.m. All twelve proposals were deemed responsive and responsible and were evaluated by a six-person committee. Proposals were scored on Experience and Qualifications, Method of Approach, Capacity and Capabilities and, 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:

Adolfson & Peterson Construction
CORE Construction
Danson Construction, LLC
FCI Constructors, Inc.
Haydon
Lloyd Construction Company, Inc.
Low Mountain Construction, Inc.
Mortenson
Okland Construction
Sun Eagle Corporation
Sundt Construction
Willmeng Construction, Inc.

Recommendation

After review and scoring of the proposals by the evaluation committee, it is recommended that the Board of Supervisors approve the award of contract 253428 CMAR for Pinal County Administration (STAR) Building to FCI Constructors, Inc. The term of the proposed pre-construction contract is June 6, 2025 through January 17, 2026. The Not-To-Exceed cost to the County for pre-construction services is $625,748.00.

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

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

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

Respectfully submitted,

Lorina Gillette

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

Attachment: Evaluation and Award Determination

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
OFFICE OF BUDGET & FINANCE

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

June 4, 2025

ROQ 253428 CMAR for Pinal County Administration (STAR) Building
Evaluation and Award Determination

In accordance with the Pinal County Procurement Code, FCI Constructors, Inc. has been determined to be the most advantageous to the County based on the evaluation criteria set forth in the solicitation.

Score Tabulation

	Total	A - Capacity and Capability	B - Experience and Qualifications	C - Method of Approach	D - Conformance	E - Interview	F-1 - Financial Stability
Supplier	**/ 1,300.00 pts**	**/ 225 pts**	**/ 350 pts**	**/ 325 pts**	**/ 100 pts**	**/ 300 pts**	**Pass/Fail**
FCI Constructors, Inc.	1,082.67	180	285.5	259.67	100	257.5	Pass
Okland Construction	1,069.17	180	280	266	84	259.17	Pass
Adolfson & Peterson Construction	1,062.00	180	280	244.5	100	257.5	Pass
Haydon	1,041.33	165	280	227.17	100	269.17	Pass
Willmeng Construction, Inc.	1,019.33	180	269	212	100	258.33	Pass
Mortenson	750.33	165	280	225.33	80	-	-
Sundt Construction	750	180	234.67	235.33	100	-	-
Danson Construction, LLC	698.83	142.5	228.5	227.83	100	-	-
CORE Construction	678.83	150	210	218.83	100	-	-
Lloyd Construction Company, Inc.	647.17	135	199	213.17	100	-	-
Sun Eagle Corporation	577.84	135	164.67	178.17	100	-	-
Low Mountain Construction, Inc.	571	135	151	185	100	-	-

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Any questions regarding the outcome of this solicitation or resultant contract may be directed to the Procurement Officer, Lorina Gillette, CPPB.

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

PINAL COUNTY

REVIEW OF QUALIFICATIONS

CMAR for Pinal County Administration (STAR) Building

253428ROQ

Pinal County Administration Building Phase I

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PINAL COUNTY

CONTRACT 253428ROQ

CMAR for Pinal County Administration (STAR) Building

Phase I – Pre-Construction Services

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 FCI Constructors, Inc., (Contractor or CMAR), whose primary address is 10922 West Glenn Dr., Glendale, AZ 85307.

ARTICLE 1 - SCOPE OF WORK

The CMAR shall furnish professional Construction Management (CM) Services for the project described in Exhibit A attached hereto, upon issuance of CMAR's Notice to Proceed by the County/Owner.

The CMAR shall furnish the following Services as specifically authorized by CMAR Notice to Proceed issued by the County/Owner.

1.1 CMAR hereby agrees to furnish all services included in this contract.

ARTICLE 2 - DEFINITIONS

2.1 BOARD OF SUPERVISORS: The Pinal County Board of Supervisors, its successors and assigns.

2.2 COUNTY OR OWNER: Pinal County, Arizona, a political subdivision of the State of Arizona, which is the party hereto for which this Contract is to be performed. In all respects hereunder, COUNTY's performance is pursuant to the COUNTY's position as the Owner of a construction project. In the event COUNTY exercises its regulatory authority as a governmental body, the exercises of such authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to the COUNTY's authority as a governmental body and shall not be attributable in any manner to COUNTY as a party to this contract.

2.3 CHANGE ORDER: A written change to the contract documents and agreed to by the County's authorized contracting officer or Procurement Officer, contractor, architect or vendor. It may change the time of performance, quantity, and/or degree of services contemplated in the original contract's intent. Any such change shall not increase the agreed-upon contract price.

2.4 CMAR CONTINGENCY: By mutual agreement between the County/Owner and the Contractor (also referred to as the "CMAR"), the Guaranteed Maximum Price ("GMP") may include a CMAR Contingency in the amount stated in the GMP Summary. Subject to the terms of the Contract Documents and with prior written notification (including an appropriate Change Order Request) to Owner, CMAR shall be entitled to allocate from and apply against the CMAR Contingency increases in the cost of the work that could not have been reasonably anticipated or for increases in General Condition costs. The Owner may disallow such CMAR Contingency use and deny reimbursement in the absence of prior notice or if the Owner determines that the use was not consistent with the Contract Documents. CMAR may not apply, use, or allocate from the CMAR Contingency any amounts for any of the foregoing purposes that are the result of a material breach or material failure to perform by the CMAR, any subcontractor or vendor (except as necessary to replace any subcontractor or vendor because of the bankruptcy or failure of such party to perform), or any party for which any of them are liable or responsible at law or under the Contract Documents, or for any non-allowable costs of the work. The County/Owner reserves the right to issue a deductive Change Order at any point during the Project, as agreed to by the CMAR, deducting any or all remaining CMAR Contingency from the GMP. Upon Substantial Completion the County/Owner will issue a deductive Change Order for any remaining CMAR Contingency balance.

2.5 CONSULTANT: The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects and/or engineers, which has entered into an agreement to provide professional services to the County/Owner.

2.6 CONTRACT DOCUMENTS: The Project Manual (including this Agreement and its Exhibits, Attachments and Forms), drawings and specifications, the Request For Qualifications and CONTRACTOR's response thereto (as negotiated and accepted by the COUNTY), any Addenda to the Project Manual, the record of the contract award by the Pinal County Board of Supervisors, the Contract, the Notice of Award, the Notice(s) to Proceed, the Purchase Order and all agreed upon modifications issued after execution of the Contract are the documents which are collectively referred to as the Contractor Documents.

2.7 CONTRACT PRICE: The amount established in the Contract as the Guaranteed Maximum Price (GMP).

2.8 CONTRACT: This Construction Agreement and any exhibits part of the Agreement.

2.9 CMAR ("Contractor" may be substituted for "CMAR"): An individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into the contract with the COUNTY/OWNER for construction of the Work. The Construction Manager at Risk ("CMAR") for this Project is **FCI Constructors, Inc**.

2.10 DESIGNEE: The person or entity named, nominated, or selected for the purpose identified in that section of this Contract.

2.11 DIRECTOR OF FACILITIES MANAGEMENT: The Director of this Department of Pinal County, Arizona, having the authority and responsibility for management of the specific project(s) authorized under this Agreement.

2.12 FIELD ORDER: A written order which directs minor changes in the work, but which does not involve a change in the Contract Price or Contract Time.

2.13 FINAL COMPLETION: The date certified by the CONSULTANT and PROJECT MANAGER in the Final Certificate of Payment in which all conditions and requirements of any permits and regulatory agencies have been satisfied; and the documents (if any) required to be provided by the CMAR have been received by the PROJECT MANAGER; and to the best of Consultant's and PROJECT MANAGER's information and belief has been fully completed in accordance with the terms and conditions of the Contract Documents.

2.14 GENERAL CONDITION ITEMS: The provision of facilities or performance of work by the CMAR for items, which do not lend themselves readily to inclusion in one of the separate trade contracts. Payment for the General Condition items will be at cost and included as part of the Guaranteed Maximum Price.

2.15 GUARANTEED MAXIMUM PRICE ("GMP") CONSTRUCTION CONTRACT: The method of construction contracting whereby the CMAR provides design phase consulting services (pre-construction services) and management responsibility for the project (general conditions). The fee is a dollar amount negotiated for profit, overhead, and off-site general and administrative costs. All subcontracts are generally awarded by the CMAR based on competitive bids received in response to invitations to bid issued by the CMAR. The total price paid to the CMAR is the Guaranteed Maximum Price (GMP), which includes ALL MARK-UP'S, including but not limited to insurance, bonds, general conditions, overhead, and profit.. This contract utilizes the Guaranteed Maximum Price as the method of compensation.

2.16 CONSTRUCTION PROJECT MANAGER: An employee of Pinal County, Arizona, assigned by the Director of the Facilities Management Department to make observations of the work performed by the CMAR.

2.17 MATERIALS: Materials incorporated in this Project, or used or consumed in the performance of the Work.

2.18 NOT TO EXCEED COMPENSATION: The maximum amount for which Contractor agrees to provide services in connection with the Project.

2.19 NOTICE TO PROCEED: One or more written notices to CMAR authorizing the commencement of the Work.

2.20 PLANS AND/OR DRAWINGS: The official graphic representations of this construction project which are a part of the Contract Documents.

2.21 PRICING DOCUMENTS: The set of documents upon which the GMP contract is negotiated is comprised of the following: (i) the County/Owner approved Contract Documents; (ii) the estimated CMAR's Direct Construction Costs (including unit prices, quantities and explanatory notes); (iii) the CMAR's General Condition Items; (iv) schedules developed by the CMAR and approved by the PROJECT MANAGER; and (v) any other documents or exhibits utilized to derive the GMP.

2.22 PROJECT: The construction, alteration or repair, and all service and incidents thereto, of the Pinal County, Arizona facility, as contemplated and budgeted by the County/Owner, including the work described in "Exhibit A" herein.

2.23 PROJECT MANAGER: The ranking managerial employee of the agency of COUNTY government which requested the Project, or that person's designee, expressly designated as PROJECT MANAGER, in writing by the DIRECTOR; who is the representative of the County/Owner, concerning the Contract Documents.

2.24 PROJECT MANUAL: The official documents setting forth information and requirements; contract forms, bonds, and certificates; general and supplementary conditions of the Contract Documents; the specifications; and the plans and drawings of the Project.

2.25 RESIDENT PROJECT REPRESENTATIVE: An authorized representative of CONSULTANT on the Project.

2.26 SUBCONTRACTOR: A person, firm, or corporation having direct contact with the CMAR, including one who furnishes material worked to a special design according to the Project Manual for this work, but does not include one who merely furnishes material not so worked.

2.27 SUBSTANTIAL COMPLETION: The date on which, as certified in writing by the Design Professional, the Work, or a portion thereof designated by the PROJECT MANAGER in its sole discretion, is at a level of completion in substantial compliance with the Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the County/Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects for its intended purpose(s). A Certificate of Final Inspection must be issued for Substantial Completion to be achieved. However, the issuance of a Certificate of Occupancy or the date thereof is not determinative of the achievement or date of Substantial Completion.

2.28 VALUE ENGINEERING: An organized approach to providing the necessary function(s) or product(s) which provides equal or better performance at a lower cost.

2.29 WORK: The totality of the obligations, including construction and other services required by the Contract Documents, whether completed or partially completed, including all labor, materials, equipment, and services provided or to be provided by the CMAR to fulfill the CMAR's obligations. The work may constitute the whole or a part of the Project.

2.30 WRITTEN NOTICE: Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, if delivered at or sent by registered mail or other traceable delivery service to the last known business address. Email, facsimile (FAX) or other telephonic transmission shall not be considered written notice.

ARTICLE 3 - TERM AND TIME OF PERFORMANCE

3.1 All duties, obligations, and responsibilities of the CMAR required by this Agreement shall be completed no later than **January 1, 2026**. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.2 At or before the completion of this Contract by the CMAR, following completion of cost estimating, value engineering and other services set forth in Article 4 will submit to the COUNTY a written Guaranteed Maximum Price (GMP) for the construction of this project. The CMAR shall submit the GMP in a format approved by the COUNTY. The COUNTY, by and through the Director, Deputy Director, and/or Project Manager, will have the opportunity to negotiate the amount of the GMP with the CMAR. In the event the COUNTY and CMAR cannot come to agreement on a GMP within a reasonable timeframe, as determined by the COUNTY, the COUNTY reserves the right to terminate this Contract for convenience and the CMAR will immediately submit all

documents, in accordance with the applicable provisions of this agreement. The CMAR shall have no recourse from this termination and the COUNTY shall take such documents, as defined, in Section 8.1 herein, and commence negotiations with the second and third ranked firm, respectively. Conditions precedent to a Phase II contract, for this project are the satisfactory final completion of Phase I and an agreed upon GMP. If a GMP is agreed to with the CMAR, a separate agreement will be entered into between the CMAR and COUNTY.

ARTICLE 4 - COMPENSATION

4.1 County/Owner agrees to pay the CMAR, in the manner specified in Section 4.2, the NOT TO EXCEED AMOUNT of **SIX HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED FORTY-EIGHT DOLLARS** (**$625,748.00**) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CMAR as the full, complete, and total compensation for all such work. The CMAR acknowledges and agrees that this amount of $625,748.00 is the maximum payable amount for all Work and constitutes a limitation upon County/Owner's obligation to compensate CMAR for its services related to the Scope of Services set forth in Exhibit A attached hereto and in this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CMAR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount in excess of this $625,748.00 shall be paid to the CMAR to reimburse the CMAR for its expenses. In addition, no overhead, profit, or mark-up(s) shall be added or paid by the County/Owner to the CMAR for any services performed under this Contract.

The Not To Exceed Amount of $625,748.00 for Phase I Pre-Construction Services shall be paid out based upon the percentage completed for each of the following Project Phases: Scheduling, Constructability Review, Cost Estimating, Value Engineering, Guaranteed Maximum Price (GMP), and Prequalification of Subcontractors.

4.1.1 It is understood and agreed that the method of compensation for this Contract shall be that of "Not To Exceed" which means that CMAR shall perform all services set forth in Exhibit A, and in this Agreement, in exchange for total compensation not to exceed $625,748.00. This Not To Exceed Amount is considered, by all parties to the contract, to include all CMAR reimbursable expenses. Absent a Contract Amendment specifically indicating otherwise, no amount greater than $625,748.00 will be paid to reimburse the CMAR for any other expenses (reimbursable or otherwise).

4.2 METHOD OF BILLING AND PAYMENT

4.2.1 The CMAR may submit invoices for compensation no more often than on a monthly basis. Invoices shall be based upon the percentage completed as to each Project Phase. Invoices shall be submitted electronically to the Pinal County Office of Budget and Finance at financeinvoices@pinal.gov

4.2.2 COUNTY shall pay the CMAR within thirty (30) calendar days of receipt of CMAR's proper invoice. To be deemed proper, each invoice must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to the instructions prescribed by PROJECT MANAGER. COUNTY may withhold payment to CMAR for failure of CMAR to comply with a term, condition, or requirement of this Agreement.

4.2.3 Notwithstanding any provisions of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the PROJECT MANAGER, and/or due to the CMAR's failure to comply with Article 8.1 herein. Any amount withheld by COUNTY shall not be subject to payment of interest.

4.2.4 Payment shall be made to CMAR at the address on record for CMAR with the Pinal County Office of Budget and Finance.

ARTICLE 5 - CHANGES IN SCOPE OF SERVICES

5.1 Any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Article 8 herein.

ARTICLE 6 – INDEMNIFICATION AND INSURANCE

6.1 CMAR's Duty to Indemnify and Defend. To the fullest extent permitted by law, the CMAR shall defend, indemnify and hold harmless the COUNTY/OWNER, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent, reckless, or intentionally wrongful acts, errors, omissions, or mistakes of the CMAR, its agents, representatives, employees, or subcontractors relating to the performance of this Contract/Agreement. CMAR's duty to defend, indemnify and hold harmless the COUNTY/OWNER, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by the referenced acts, errors, omissions or mistakes in the performance of this Contract/Agreement, including those made by any person for whose acts, errors, omissions or mistakes, the CMAR may be legally liable.

6.2 CMAR, at the CMAR's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of COUNTY/OWNER. The form of any insurance policies and forms must be acceptable to COUNTY/OWNER.

6.3 CMAR is required to procure and maintain the following insurance coverages:

6.3.1 Commercial General Liability. Commercial General Liability, written on an occurrence form, with a limit of not less than $2,000,000 for each occurrence, $2,000,000 Personal/Advertising Injury, $4,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, property damage, and blanket contractual coverage, and shall not contain any provision that would serve to limit third party action over claims. Policy must include coverage for explosion, collapse, or underground (XCU) property hazards.

6.3.2 Automobile Liability. Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 for each occurrence with respect to any of the CMAR's owned, hired, and non-owned vehicles assigned to or used in performance of the CMAR's work or services under this Contract.

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

6.4 ENDORSEMENTS AND ADDITIONAL CONDITIONS:

6.4.1 General and Auto Liability insurance shall be endorsed to be primary insurance as respects COUNTY, and any insurance or self-insurance maintained by COUNTY shall not contribute to it.

6.4.2 General Liability and Auto Liability insurance coverages required by this Contract, shall be endorsed to include Pinal County, its officers, elected officials, employees, agents and representatives as Additional Insureds.

6.4.3 General Liability, Auto Liability, and Workers' Compensation insurance coverages required by this Contract, shall be endorsed to contain a waiver of transfer of rights of recover (subrogation) against Pinal County, its officers, elected officials, employees, agents and representatives.

6.4.4 CMAR's insurance shall include all subcontractors as Additional Insured under its policies OR Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectible insurance. Subcontractors must provide General Liability, Auto Liability, and Workers' Compensation insurance with limits indicated in Section 6.3, and endorsements showing CMAR and Pinal County as Additional Insureds, with a Waiver of Subrogation, Primary and Non-Contributory coverage. CMAR assumes liability for all subcontractors with respect to this Contract.

6.5 Certificates of Insurance. Prior to commencing work or services under this Contract, the CMAR shall furnish COUNTY with Certificates of Insurance and Policy Endorsements in a form acceptable to COUNTY, or formal endorsements as required by the Contract in the form provided by the County, issued by the CMAR's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and contract title.

6.5.1 In the event any insurance policy(ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for one (1) year past completion and acceptance of the CMAR's work or services and as evidenced by annual Certificates of Insurance.

6.5.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to COUNTY not later than fifteen (15) days prior to the expiration date.

6.6 Cancellation and Expiration Notice. Insurance required herein shall not expire, be cancelled, or materially changed without thirty (30) days prior written notice to COUNTY.

6.7 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 in administrative action.

ARTICLE 7 - TERMINATION OR SUSPENSION OF THE CONTRACT

7.1 TERMINATION BY COUNTY/OWNER FOR CAUSE

7.1.1 Criteria for Termination for Cause. The County/Owner may terminate the Contract if the CMAR:

7.1.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled Workers or proper materials;

7.1.1.2 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;

7.1.1.3 Material breaches of any provision of the Contract;

7.1.1.4 Fails to furnish the County/Owner with assurances satisfactory to the County/Owner evidencing the CMAR's ability to complete the Work in compliance with all the requirements of the Contract;

7.1.1.5 Fails after commencement of the Work to proceed diligently and continuously with the construction and completion of the Work for more than seven (7) days, except as permitted under the Contract;

7.1.1.6 Persistently or repeatedly refuses or fails to carry out the Safety provisions as required by Contract; or

7.1.1.7 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the CMAR and the Subcontractors.

7.1.2 Effect of Termination for Cause. When any of the above conditions exist, the County/Owner, after consultation with the County/Owner's Agent, and upon certification by the A/E that sufficient cause exists to justify such action, may

without prejudice to any other rights or remedies of the Owner and after giving the CMAR and the CMAR's Surety, if any, three (3) days' written notice, terminate the Contract and may, subject to any prior rights of the Surety:

7.1.2.1 Take possession of the Site and all materials, equipment, tools, and construction equipment machinery thereon owned by the CMAR; and

7.1.2.2 Accept assignment of subcontracts pursuant to the terms of this contract.

7.1.3 Finish the Work by whatever reasonable method the County/Owner may deem expedient.

7.1.4 CMAR's Right to Receive Payment. When the Owner terminates the Contract for any reason(s) stated in Article 7.1.1, the CMAR shall not be entitled to receive further payment until the Work is finished.

7.1.5 Costs for Finishing Work. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Owner's and A/E's services and expenses made necessary thereby, such excess shall be paid to the CMAR. If such costs exceed the unpaid balance, the CMAR shall pay the difference to the County/Owner. The amount to be paid to the CMAR or County/Owner, as the case may be, shall, upon application, be certified by the A/E after consultation with the County/Owner, and this obligation for payment shall survive termination of the Contract.

7.2 SUSPENSION BY THE COUNTY/OWNER FOR CONVENIENCE

7.2.1 County/Owner's Right. The County/Owner may, without cause, order the CMAR in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the County/Owner may determine.

7.2.2 Adjustment in Contract Sum. No adjustment to the Not to Exceed Sum shall be made without a Contract Amendment executed by the parties to this Contract.

7.3 COUNTY/OWNER'S TERMINATION FOR CONVENIENCE

7.3.1 Effect of Termination for Convenience. The County/Owner reserves the right to terminate the Contract for convenience and without cause even if the CMAR has not failed to perform any part of the Contract. Termination of the Work hereunder shall be effected by written notice to the CMAR. Upon receipt of such notice, the CMAR shall, unless the notice otherwise directs:

7.3.1.1 Immediately discontinue the Work and the placing of all orders and subcontracts in connection with this Contract;

7.3.1.2 Immediately cancel all existing orders and subcontracts made hereunder;

7.3.1.3 Immediately transfer to the County/Owner all materials, supplies, Work in progress, appliances, facilities, machinery and tools acquired by the CMAR in connection with the performance of the Contract, and take such action as may be necessary or as the County/Owner may direct for protection and preservation of the Work relating to this Contract; and

7.3.1.4 Deliver all plans, Drawings, Specifications and other necessary information to the County/Owner.

7.3.2 CMAR's Exclusive Remedy. If the County/Owner terminates the Contract for convenience, the following shall be the CMAR's exclusive remedy:

7.3.2.1 Reimbursement of all actual expenditures and costs approved by the County/Owner as having been made or incurred in performing the Work;

7.3.2.2 Reimbursement of expenditures made and costs incurred with the County/Owner's prior written approval in settling or discharging outstanding commitments entered into by the CMAR in performing the Contract; and

7.3.2.3 Payment of profit, in so far as profit is realized hereunder, of an amount equal to the estimated profit on the entire Contract at the time of termination multiplied by the percentage of completion of the Work. In no event shall the CMAR be entitled to anticipated fees or profits on Work not required to be performed.

7.3.3 Warranties, Guarantees, and Indemnities to Remain in Effect. All obligations of the CMAR under the Contract with respect to completion of the Work, including but not limited to all warranties, guarantees and indemnities, shall apply to all Work completed or substantially completed by the CMAR prior to a convenience termination by the County/Owner. Notwithstanding the above, any convenience termination by the County/Owner or payments to the CMAR shall be without prejudice to any claims or legal remedies that the County/Owner may have against the CMAR for any cause.

7.3.4 Conversion of Termination for Cause to Termination for Convenience. Upon a determination that a termination of this Contract other than a termination for convenience under this Article was wrongful or improper for any reason, such termination shall automatically be deemed converted to a termination for convenience under this Article 7, and the CMAR's remedy for such wrongful termination shall be limited to the recoveries specified under Article 7.3.2.

7.3.5 Remedy Limited to Damages. In the event that the CMAR is terminated, whether for cause or convenience, the CMAR's sole remedy shall be for damages. In no event shall the CMAR be entitled to reinstatement or other equitable relief from a court or through alternative dispute resolution as provided in the Phase II Construction Services Contract.

7.3.6 Notice that Contract is Subject to Termination Provisions of A.R.S. § 38-511. The parties acknowledge, and as required by law, notice is hereby given that this Contract is subject to the cancellation provisions of A.R.S. § 38-511.

ARTICLE 8 - MISCELLANEOUS

8.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, estimates, schedules, drawings, and other data and documents prepared by CMAR, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CMAR to the PROJECT MANAGER within seven (7) days of termination of this Agreement by either party. Any compensation due to CMAR shall be withheld until all documents are received as provided herein. This shall apply to all documents produced in any phase of the work, regardless of whether a subsequent phase is undertaken with CMAR.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records and accounts of CMAR that are related to this Project. CMAR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CMAR shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of nine (9) years. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

8.3 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT; SMALL BUSINESS ENTERPRISE POLICY

8.3.1 This Contract is made in accordance with and subject to the provision of all applicable laws, statutes, ordinances, rules, regulations, executive orders and codes. To the extent required by applicable law, each party hereto shall comply and require its Subcontractors and suppliers to comply with all then applicable federal, state of Arizona and local nondiscrimination laws, rules, regulations, ordinances and executive orders, including, without limitation, the Civil Rights Act of 1964, the Age Discrimination in Employment Act and the Americans with Disabilities Act, as may be amended, modified, codified, supplemented or repealed from time to time.

8.3.2 It is Pinal County's policy to provide Small Business Enterprises (SBE) with the opportunity to participate in the County's solicitation process and to be considered to fulfill the requirements for various commodities and services. This contract has no requirement for utilization of SBE's; however, it does require that utilization of SBE firms by CMAR be reported for tracking by the County. A full description of the County's SBE program and the contractual requirements are attached hereto and incorporated herein by reference in Exhibit B.

8.3.3 CMAR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Arizona Secretary of State's website https://apps.azsos.gov/public_services/register/2009/46/governor.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CMAR shall not discriminate against any employee, client or any or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

8.4 INDEPENDENT CONTRACTOR

CMAR is an independent contractor under this Agreement. Services provided by CMAR pursuant to this Agreement shall be subject to the supervision of CMAR. In providing such services, neither CMAR nor its agents shall act as officers, employees, or agents of the COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture. The COUNTY is not responsible for any debt, default, act, or omission of the CMAR.

8.5 THIRD PARTY BENEFICIARIES

Neither CMAR nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

8.6 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

Facilities Management	**Construction Manager at Risk**
Attn: Archie Carreon, Facilities Project Manager or Hattie Sturgill, Facilities Project Manager	**Name: Tony Seidling, Executive Vice President**
Address: PO Box 876, Florence, AZ 85132	**Address: 10922 West Glenn Dr., Glendale, AZ 85307**

	E-mail: tseidling@fciol.com
With Copies to Pinal County Purchasing: **Attn:** Lorina Gillette, Procurement Officer	**With Copies to Design Professional:** **Attn: Jeffry Swan, President**
Address: P.O. Box 1348, Florence, AZ 85132	**Address: 855 N 5th Ave, Phoenix, AZ 85003**
E-mail: Purchasing@Pinal.gov	**E-mail:** jeff@swanarchitects.com

8.7 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CMAR shall not subcontract any portion of the work required of it by this Agreement without written consent of the PROJECT MANAGER.

CMAR represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation. CMAR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CMAR's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

8.8 CONFLICTS

Neither CMAR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CMAR's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CMAR agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, CMAR agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CMAR or any other persons from representing themselves in any action or in any administrative or legal proceeding. In the event CMAR is permitted to utilize subcontractors to perform any services required by this Agreement, CMAR agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

8.9 CONTINGENCY FEE

CMAR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CMAR, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CMAR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For a breach or violation of this provision, COUNTY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

8.10 MATERIALITY AND WAIVER OF BREACH

COUNTY AND CMAR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deem a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.11 COMPLIANCE WITH LAWS

CMAR shall comply with all federal state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.12 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.13 JOINT PREPARATION

The parties acknowledge that they have sought and had the opportunity to receive whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language contained herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

8.14 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

8.15 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Arizona. Venue for litigation or any proceedings concerning this Agreement shall be in a court of competent jurisdiction in Pinal County, Arizona.

8.16 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and CMAR.

All amendments to this Contract shall be in writing and approved/signed by both parties. Pinal County Office of Budget and Finance, Procurement Division shall be responsible for approving all amendments for Pinal County

8.17 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Article 8.16 above.

8.18 DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with firms that certify the establishment of a drug free work place. Execution of this Agreement by CMAR shall serve as CMAR's required certification that it either has or that it will establish a drug free work place.

8.19 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth herein is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

8.20 LEGAL WORKER REQUIREMENTS

As required by Arizona Revised Statutes § 41-4401, the County is prohibited after September 30, 2008 from awarding a contract to any service or construction contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214-A. The CMAR warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the CMAR. The CMAR acknowledges that a breach of this warranty by CMAR or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by Pinal County. Pinal County retains the right to inspect the records of any CMAR, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Contractor and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the CMAR and each subcontractor and sub-subcontractor is complying with the warranties set forth above. CMAR shall be responsible for all costs associated with compliance with this requirement.

8.21 UNIFORM ADMINISTRATIVE REQUIREMENTS

When applicable and by entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

PINAL COUNTY

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

BY: Jeffrey McClure
(Name)

Vice Chairman
(Title)

(Signature)

DATE: June 4, 2025

FCI Constructors, Inc.
10922 West Glenn Dr.
Glendale, AZ, 85307

BY: ANTHONY L SEIDLING
(Name)

EXECUTIVE VP / COO
(Title)

(Signature)

DATE: 5/19/2025

FCI CONSTRUCTORS, INC. CORPORATE SEAL COLORADO

Approved as to Legal Content:

Pinal County Attorney's Office 5-21-25 (Date)

PINAL COUNTY

LIST OF EXHIBITS AND FORMS

EXHIBITS:	A.	SCOPE OF SERVICES
	B.	ALTERNATIVE DISPUTE RESOLUTION

PINAL COUNTY

EXHIBIT A – SCOPE OF SERVICES

The scope of work defining preconstruction services to be provided by the Construction Manager at Risk (CMAR) for this project, are as follows:

I. SCHEDULING

(A) The CMAR shall develop an Overall Construction Project Schedule, utilizing Critical Path Method (CPM) logic sequencing, reflecting the design (remaining portion thereof) and construction of the overall project.

(B) The CMAR shall utilize the completed Construction Project Schedule to develop a Project Control Schedule, which shall be presented in a bar graph format. The purpose of the Project Control Schedule is to summarize the information contained in the CPM schedule in order to provide the project team with a management tool and an overall project visual aid to easily determine the schedule and status of the total project and shall be provided to the County in Primavera P6 software. The information derived from the Construction Project Schedule and Project Control Schedule are to become part of the CMAR's management plan developed by the CMAR.

(C) CMAR shall provide monthly updates to both the Construction Project Schedule and the Project Control Schedule throughout the term of the preconstruction and construction phases of the project as part of the CMAR's management activity.

II. CONSTRUCTABILITY REVIEW

(A) The CMAR shall review and evaluate Design Development documents for clarity, consistency, completeness, and ease of construction in order to achieve the overall objective of the project.

(B) CMAR's review of the design documents shall include the following activities:

1. Preparing a Master Checklist to be used as a guide for reviewing each technical discipline.

2. Conducting reviews by preparing a "mark-up" set of documents and a list of comments corresponding to the "mark-up."

3. Preparing and presenting a written report of constructability problems and concerns, including:

   (a) recommendations
   (b) checklist and comments

   At least at each of the following stages:

   (a) schematic design
   (b) design development
   (c) construction documents

4. Attending workshop meetings with the Consultant and the PROJECT MANAGER to review proposed changes and recommending such changes which are to be implemented for the project.

5. Verifying and conducting final review of changes to the construction Documents.

III. COST ESTIMATING

(A) The CMAR shall be responsible for preparing a minimum of four Construction Cost Estimates.

(B) The CMAR shall prepare the first Construction Cost Estimate based on the information prepared at the completion of the Schematic Design phase and shall estimate the cost of the major elements and subcomponents of the project. The purpose of the first Construction Cost Estimate is to verify the owner's ability to complete the project within the established construction budget. The cost information derived from this estimate shall directly relate to the CMAR's recommendations in the Constructability and Value Engineers Report relative to ways to reduce and/or control costs.

(C) The CMAR shall prepare the second Construction Cost Estimate based on the information prepared at the completion of the Design Development phase and shall estimate the cost of the major elements and subcomponents of the project. The purpose of the second Construction Cost Estimate is to verify the owner's ability to complete the project within the established construction budget. The cost information derived from this estimate shall directly relate to the CMAR's recommendations in the Constructability and Value Engineers Report relative to ways to reduce and/or control costs. CMAR will complete development of an early GMP for long lead materials/equipment as well as advanced scopes of work, such as demo, mass grading, underground utilities, and foundations.

(D) The CMAR shall prepare the third Construction Cost Estimate based on 50% Construction documents and shall estimate the cost of the major elements and subcomponents of the project. The purpose of the third Construction Cost Estimate is to verify the owner's ability to complete the project within the established construction budget. The cost information derived from this estimate shall directly relate to the CMAR's recommendations in the Constructability and Value Engineers Report relative to ways to reduce and/or control costs.

(E) The final Construction Cost Estimate shall be based on one hundred percent (100%) complete construction documents and shall be "permit ready" with sufficient detail to permit issuance of a building permit and to obtain all required approval of all governmental authorities having jurisdiction over the project. The forth Construction Cost Estimate shall be used as the basis for negotiating the Guaranteed Maximum Price (GMP) for the project and the basis for monitoring status of the project throughout the construction phase.

(F) Additional Construction Cost Estimates may need to be developed during the pre-construction phase of the project and will be identified by the County PROJECT MANAGER prior to development of the Not To Exceed Compensation amount.

IV. VALUE ENGINEERING

As a result of the CMAR'S Constructability Review or Construction Cost Estimate and in order to reduce or control costs, the CMAR and Project Team shall work together to analyze the building's structural, architectural, mechanical, electrical and plumbing systems and elements, and make cost/performance recommendations for the County/Owner's consideration. The CMAR shall prepare the team's recommendations in the form of a written report to be presented to the County/Owner.

V. GUARANTEED MAXIMUM PRICE (GMP)

Utilizing the information arrived at by formulating a schedule and cost estimates along with the results achieved by performing a constructability review and Value Engineering, the CMAR shall determine a (GMP). Based upon the definition as set forth in Section 2.15 of this agreement:

(A) The CMAR shall present the GMP in writing to the owner.

(B) The final GMP shall include all pricing documents as set forth in Section 2.21 of this agreement. The final GMP shall include a letter of assumptions and clarifications used by the CMAR to develop the GMP.

VI. PREQUALIFICATION OF SUBCONTRACTORS

The CMAR shall conduct a community outreach program to identify potential minority subcontractors who may be selected to participate in the project as small business enterprises (SBE) in order to satisfy the project's assigned goals assigned by COUNTY for the construction phase of the project.

CONTRACTUAL RELATIONSHIP

Nothing contained in the Contract shall create any contractual relationship between the County/Owner or A/E and any Contractor or Subcontractor.

AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

(1) Award. There are two methods of selecting subcontractors and major suppliers (hereafter referred to as Subcontractors) prior to submission of a GMP: (1) qualifications-based and (2) competitive bidding.

(2) Selection by qualifications only. The County/Owner may approve the selection of a Subcontractor(s) based only on their qualifications when the County/Owner agrees that it is in the best interest of the Project.

(3) Qualification based. Selection of a Subcontractor(s) should only occur prior to the submittal of the GMP Proposal.

(4) If the CMAR wishes to replace any Subcontractor or Vendor after GMP Proposal is received by the Owner, the CMAR must receive approval in writing from the County/Owner.

(5) Approval. The CMAR must receive County/Owner approval of the selected Subcontractor(s).

(6) Costs. The CMAR will bid costs for services/supplies from each Subcontractor selected under this method.

(7) Selection by competitive bid and qualifications. All Work shall be competitively bid unless a Subcontractor was selected based on qualifications and approved by the County/Owner.

(8) Subcontractor Interest. The CMAR will develop Subcontractor interest, submit the names of at least three qualified Subcontractors for each trade in the Project for approval by the County/Owner and solicit bids various work categories.

(9) Objections. If the County/Owner objects to any Subcontractor(s) or to any self-performed work for good reason, the CMAR will nominate a substitute Subcontractor.

(10) Pre-GMP Conference. The CMAR will conduct a pre-GMP conference with the prospective Subcontractor(s) and the County/Owner may attend this meeting at its discretion.

(11) Self-performed Work. If the CMAR desires to self-perform certain portions of the Work, it will request to be one of the approved Subcontractor(s) bidders for that specific discipline. The CMAR and subcontractor's sealed bids shall be submitted to the County/Owner for opening. The CMAR bid must be received by the County/Owner two (2) business days prior to the sealed subcontractor bid due date.

(12) Evaluate GMPs. The CMAR shall receive, open, record, and evaluate the bids for each disciple. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In addition to the subcontractor bids, the CMAR may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the work to be performed, and performance schedule to complete the Work. The final evaluation of subcontractor bids will be completed by the Owner through the CMAR's list of recommended subcontractors. The CMAR will resolve any Subcontractor bid withdrawal, protest, or disqualification in connection with the award at no increase in the GMP.

(13) List of Subcontractors. Within ten (10) days after Subcontractor bid opening, the CMAR will prepare a list of recommended Subcontractors for each category of Work, for the County/Owner's review and approval. The list will detail:

(a) For each sub-agreement, the amount of the Subcontractor bid and the corresponding Subcontractor.

The sum of Subcontractor bid received for all intended sub-agreements.

(b) The Arizona Registrar of Contractors ("ROC") License number of each Subcontractor shall be provided. Upon request by the County/Owner, the CMAR shall promptly provide an experience statement or other requested information providing evidence of the Subcontractors' qualifications for the Work and experience with similar projects.

(14) Owner Objections. If, after receipt of Sub-bids or after award of Subcontractors, the County/Owner objects to any nominated Subcontractor or to any self-performed Work for good reason, the CMAR will nominate a substitute Subcontractor or Supplier from those who submitted bids for the Work affected. Once such substitute Subcontractors and Suppliers are consented to by the County/Owner, the CMAR's proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

(15) Pre-Construction Conference. Promptly after issuance of the Notice to Proceed, the County/Owner will conduct a pre-award conference with the CMAR and other team members.

SUBCONTRACTUAL RELATIONS

(1) Subcontractors Subject to Contract. By an appropriate written Agreement, the CMAR shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the CMAR by the terms of the Contract, and to assume toward the CMAR all the obligations and responsibilities which the CMAR assumes toward the Owner and A/E, except with respect to the Alternative Dispute Resolution ("ADR") provisions of this Contract. The CMAR shall require its Subcontractors to enter into similar agreements with their Subcontractors, except with respect to the ADR provisions of this Contract. The CMAR shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of this Contract to which the Subcontractor will be bound, except with respect to the ADR provisions of this Contract. Each Subcontractor shall similarly make copies of this Contract available to their Subcontractors.

(2) Terms to be Included in Subcontracts. All Work performed for the CMAR by a Subcontractor shall be pursuant to a written agreement between the CMAR and the Subcontractor. The CMAR will insure that each such subcontract contains provisions requiring:

(a) That the Work be performed and guaranteed in accordance with the requirements of this Contract.

(b) Submission to the CMAR of Applications for Payment under each subcontract, and reasonable time to enable the CMAR to apply for payment in accordance with Article 4:

(c) That the Subcontractor pay sub-Subcontractors in accordance with A.R.S. § 34-221;

(d) That the Subcontractor consents to an assignment of the subcontract from the CMAR to the County/Owner in the event of termination of the CMAR by the County/Owner.

(e) That the Subcontractor complies with all safety requirements.

CONTINGENT ASSIGNMENT OF SUBCONTRACT

(1) Each subcontract for a portion of the Work is hereby assigned by the CMAR to the County/Owner provided that:

(a) Assignment is effective only after termination of the Contract by the County/Owner for cause pursuant to this Contract and only for those subcontracts which the County/Owner accepts by notifying the Subcontractor in writing; and

(2) The CMAR shall work in coordination with the COUNTY to verify and ensure the eligibility of potential SBE participants for the SBE program and counting the participation of those SBE participants towards the assigned SBE reporting requirement for the construction project.

PINAL COUNTY

EXHIBIT B - ALTERNATIVE DISPUTE RESOLUTION

1.1 Scope. Notwithstanding anything to the contrary provided elsewhere in the Contract, the Alternative Dispute Resolution ("ADR") process provided herein shall be the exclusive means for resolution of claims or disputes arising under or related to the Contract, the interpretation thereof or the performance or breach by any party thereto, including but not limited to original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision. No changes may be made to this process without the mutual assent of the County and the claimant. The parties have structured this procedure with the goal of providing for the prompt, efficient and final resolution of all disputes falling within the purview of this ADR process.

1.2 Meeting of Principals. When a claim is made or a dispute (hereafter "dispute") as described in Paragraph 1.1 arises, senior representatives of the County and the claimant will meet personally within ten (10) business days to discuss the dispute and attempt to resolve it. If, after good faith efforts, resolution is not achieved, the dispute will proceed to mediation.

1.3 Qualifications of Mediator and Arbitrators. Any person selected as mediator or arbitrator, either as single arbitrator as a member or Chair of the arbitration panel, shall be a member of the State Bar of Arizona and have experience in construction law.

1.4 Mediation. If the parties have been unable to resolve the dispute after a meeting of principals, the parties may enter into mediation. The parties shall jointly select a mediator. The parties may mutually agree to waive mediation and proceed directly to arbitration. If the mediation process is requested by either party, the mediation period shall be informal and shall not exceed sixty (60) calendar days from the selection of the mediator. During the mediation process either party may terminate mediation on written notice to the other party and the mediator.

1.5 Binding Arbitration Procedure. The following binding arbitration procedure shall serve as the exclusive method to resolve a dispute if mediation is unsuccessful, if mediation has been waived by the parties, or if a party requests arbitration during the mediation process. Except as provided in Section 1.7.5 and 1.7.9, the decision of the arbitrator or arbitrator panel is final and binding on the parties and not subject to further judicial review.

1.5.1 A party requesting binding arbitration shall notify the other party of their demand for arbitration in writing within seven (7) calendar days of any of the following: (1) the failure of mediation; (2) waiver of mediation; or (3) the party's demand to terminate mediation.

1.5.2 If the CMAR requests arbitration it shall post a cash bond with the arbitrator in an amount agreed upon by the parties or, in the event of no agreement, the arbitrator shall establish the amount of the cash bond to defray the cost of the arbitration and the proceeds from the bond shall be allocated in accordance with paragraph 1.7.7. The bond must be in the full amount agreed upon or as established by the Arbitrator to pay the potential cost of the full arbitration proceeding. The bond must be posted with and received by the arbitrator within five (5) calendar days after the demand for arbitration.

1.5.3 Disputes involving less than $200,000 shall be heard by one single arbitrator chosen by agreement of the parties. If the parties cannot agree on the single arbitrator, then the parties shall each submit two names to a Judge designated by Pinal County who shall select the single arbitrator.

1.5.4 For disputes in excess of $200,000, the arbitration panel shall consist of three arbitrators: the County's appointed arbitrator, the CMAR's appointed arbitrator and a third arbitrator who shall be selected by the parties' arbitrators and serve as the Chair of the arbitration panel.

1.5.5 The arbitration is to be convened and administered under the Revised Uniform Arbitration Act ("RUAA") (A.R.S. § 12-3001 *et seq*.) and the American Arbitration Association Construction Rules shall serve as a guideline for proceedings and supplement the RUAA.

1.6 Expedited Hearing. Any party can request the single arbitrator or the Chair of the arbitration panel to set an expedited hearing. If the single arbitrator or the Chair of the arbitration panel determines that the circumstances justify it, the single arbitrator or the Chair of the arbitration panel will arrange for scheduling of the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical but in no event later than thirty (30) calendar days after notification of request for arbitration having been received. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the single arbitrator or the Chair of the arbitration panel upon a showing of good cause.

1.7 Procedure. The single arbitrator or the arbitration panel will conduct the hearing in such a manner that will resolve disputes in a prompt, cost efficient manner giving regard to the rights of all parties. Each party shall supply to the single arbitrator or arbitration panel a written pre-hearing statement which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The single arbitrator or the Chair of the arbitration panel shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of any materials or information for which a privilege is recognized by Arizona law. The single arbitrator or the Chair upon proper application shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Pinal County Superior Court to have a protective order entered as may be appropriate to confirm or enforce such orders of the Chair.

1.7.1 Hearing Days. In order to effectuate parties' goals, the hearing once commenced, will proceed from working day to working day until concluded, absent a showing of good cause.

1.7.2 Award. The single arbitrator shall within ten (10) calendar days of the conclusion of a hearing issue an award. The arbitration panel shall, within ten (10) calendar days from the conclusion of any hearing, by majority vote, issue its award. The award shall include an allocation of fees and costs pursuant to 1.7.7 herein. The award is to be in accordance with the Contract and the law of the State of Arizona.

1.7.3 Scope of Award. Regardless of the provisions of the RUAA, the arbitration panel shall be without authority to award punitive damages, and any such punitive damage award shall be void. If an award is made against any party in excess of one hundred thousand dollars ($100,000), exclusive of interest, arbitration fees, costs and attorneys' fees, it shall be supported by written findings of fact, conclusions of law and a statement as to how damages were calculated.

1.7.4 Jurisdiction. The arbitration panel shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction over the claim as regards its amount upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing. If the dispute is determined to involve less than $200,000, the arbitration shall continue before the Neutral Arbitrator as a single arbitrator, with the party appointed arbitrators being excused.

1.7.5 Entry of Judgment. As provided in the RUAA, any party can make application to the Pinal County Superior Court for confirmation of an award, and for entry of judgment on it.

1.7.6 Severance and Joinder. To reduce the possibility of inconsistent adjudications, the Mediator or the single arbitrator or arbitration panel, may: (i) at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and (ii) the Mediator, on his own authority, or the single arbitrator or arbitration panel may, on its own authority, join or sever parties and/or claims subject to this ADR process as deemed necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution

of disputes, provided; however, that the A/E, OWNER and Project Professionals shall not be joined as a party to any claim made by a CMAR. Nothing herein shall create the right by any party to assert claims against another party not arising under or related to the Contract or not recognized under the substantive law as applicable to the dispute. Neither the Mediator nor the single arbitrator or arbitration panel is authorized to join to the proceeding parties not in privity with the County. The CMAR cannot be joined to any pending arbitration proceeding, without CMAR's express written consent and unless CMAR is given the opportunity to participate in the selection of the single arbitrator or non-County appointed arbitrator.

1.7.7 Fees and Costs. Each party shall bear its own fees and costs in connection with any informal hearing before the mediation. All fees and costs associated with any arbitration before the single panel or arbitration panel, including without limitation the arbitrator fees, and the prevailing party's reasonable attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. In the event that CMAR is the non-prevailing party, all fees and costs as noted above shall first be paid out of the bond posted with the arbitrator. In no event shall the CMAR's obligation to pay fees and costs be limited to the amount of the bond posted herein. In no event shall any arbitrator's hourly fees be awarded in an amount in excess of $250 per hour and (i) costs shall not include any travel expenses in excess of mileage at the rate paid by Pinal County, not to exceed a one way trip of 150 miles, and (ii) all travel expenses, including meals, shall be reimbursed pursuant to the travel policy of Pinal County in effect at the time of the hearing. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the single arbitrator or arbitration panel.

1.7.8 Confidentiality. Any proceeding initiated under this ADR provision shall be deemed confidential to the maximum extent allowed by Arizona law and, except for disclosures to a party's attorneys or accountants, no party shall make any disclosure related to the disputed matter or to the outcome of any proceeding except to the extent required by law, or to seek interim equitable relief, or to enforce an agreement reached by the parties or an award made hereunder. This provision does not affect the County's right to inform the County Supervisors of the dispute.

1.7.9 Equitable Litigation. Notwithstanding any other provision of ADR to the contrary, any party can petition the Pinal County Superior Court for interim equitable relief as may become necessary to preserve the status quo and prevent immediate and irreparable harm to a party or to the Project pending resolution of a dispute pursuant to ADR provided herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order entered by the arbitration panel. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

1.7.10 Change Order. Any award in favor of the CMAR against the County or in favor of the County against the CMAR shall be reduced to a Change Order or contract amendment and executed by the parties in accordance with the award and the provisions of the Contract or a settlement agreement as appropriate.

1.7.11 Merger and Bar. Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of the Contract performance period which reasonably should or could have been brought against any party that was or could have been brought into this ADR process, with respect to the subject claim. The arbitration panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.

1.8 Inclusion in Other Contracts. The CMAR shall cooperate with the County in efforts to include this ADR provision in all other Project contracts.

END OF EXHIBIT

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
OFFICE OF BUDGET & FINANCE

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Brisna Canizalez, Procurement Officer

Date: June 4, 2025

Re: Contract Amendment for ROQ #225027 - Housing Rehabilitation and Demolition Prequalified Contractors List.

It is requested the Board approve a contract term extension with Neoteric Builders, LLC who provides housing rehabilitation and demolition services for the Housing Department.

The County has spent approximately $200,000 on this contract in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on June 7, 2025. The new term, if approved, will begin on June 8, 2025, and will continue through June 7, 2026. 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,

Brisna Canizalez

Brisna Canizalez
Procurement Officer
(520) 866-6223
Brisna.Canizalez@pinal.gov

PINAL COUNTY

Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6250

Contract: #225027
Amendment #3
Procurement Officer: Brisna Canizalez
Brisna.Canizalez@pinal.gov

Housing Rehabilitation and Demolition Prequalified Contractors List

Contractor Name: Neoteric Builders, 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 June 7, 2026.

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

Jeffrey McClure, Vice-Chairman
Pinal County Board of Supervisors

X June 4, 2025

Date

Angeline Woods
Director
Budget and Finance

PINAL COUNTY
OFFICE OF BUDGET & FINANCE

Leo Lew
County Manager

MaryEllen Sheppard
Deputy County Manager

To: Pinal County Board of Supervisors

From: Eric Zander, CSCP, Procurement Officer

Date: June 4, 2025

Re: Contract Amendment for RFP #241029 Printing, Mailing, and Email Notification of Property Tax Documents

It is requested the Board approve a contract term extension with The Master's Touch, LLC who provides Printing, Mailing, and Email Notification of Property Tax Documents for the Pinal County Treasurer Office.

The County has spent approximately $100,000 on this contract in the last year and the same is anticipated in the next year of the contract.

The current term of this contract expires on July 4, 2025. The new term, if approved, will begin on July 5, 2025, and will continue through July 4, 2026. 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

PINAL COUNTY

Contract Amendment

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

Contract: 241029RFP
Amendment # 2
Procurement Officer: Eric Zander, CSCP
Eric.Zander@pinal.gov

Printing, Mailing, and Email Notification of Property Tax Documents

Contractor Name: **The Masters Touch, 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 July 4, 2026.

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 June 4, 2025
Jeffrey McClure, Vice-Chairman	Date
Pinal County Board of Supervisors	

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Requisition

Req. Number
172933

.

Req. Date: 3/27/2025

Department Contact:	Ship to:	Supplier:
JONAS, JOY LYNNETTE Phone: - Branch Plant: SC-COURT USER ACCESS Fund Source: GENERAL FUND	SUP CT JUDICIAL DIV & CT ADM 971 N JASON LOPEZ CIRCLE BLDG A FLORENCE AZ 85132	DIVERSIFIED FLOORING SERVICES - PHX, LLC 7898 E ACOMA DR, SUITE 107 SCOTTSDALE AZ 85260 Phone: - Fax: -

Buyer: Diane Mendoza, Buyer
Phone: 520 - 866-6269
Email: Diane.Mendoza@pinal.gov

Requested Delivery Date: 3/27/2025
Payment Terms: Net 30
Shipping Terms: FOB Destination

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

Contract Entity 1GPA
Contract Number 2308PV03E2
Contract Expiry 12/6/2025

Reference: Vendor: Diversified Flooring Services Brad Weaver, bweaver@dfsaz.com / 480-967-7600 Department: Court Admin Coral Aguilera, caguilera@courts.az.gov / 520-8665468 Joy Jonas, jjonas@courts.az.gov / 520-866-5413

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	5.00	EA	F29	Dumpster Charge	$325.00	$1,625.00
2.00	5.00	EA	F29	Dumpster Charge	$325.00	$1,625.00
3.00	2,525.00	SY	F134	Moving Office Furniture Using Traditionl Methods-Light	$1.50	$3,787.50
4.00	2,525.00	SY	F134	Moving Office Furniture Using Traditionl Methods-Light	$1.50	$3,787.50
5.00	90.00	SY	F135	Moving Modular Office Furnitur Using lift system-short CA	$4.00	$360.00
6.00	90.00	SY	F135	Moving Modular Office Furnitur Using lift system-short CA	$4.00	$360.00
7.00	156.00	HR	F135	Repairs-RemoveReinstall Benchs 2-men/1.5hrs ea bnch 104 Bnchs	$32.50	$5,070.00
8.00	156.00	HR	F135	Repairs-RemoveReinstall Benchs 2-men/1.5hrs ea bnch 104 Bnchs	$32.50	$5,070.00
9.00	397.00	LS	F12	Addt'l Cost Remove/Dispose From Steps/Stairs/Risers/Walls	$0.38	$148.88
10.00	397.00	LS	F12	Addt'l Cost Remove/Dispose From Steps/Stairs/Risers/Walls	$0.38	$148.88
11.00	4,558.00	SY	C3	Removal of Direct Glue Down Carpet - net	$1.25	$5,697.50
12.00	4,558.00	SY	C3	Removal of Direct Glue Down Carpet - net	$1.25	$5,697.50

Req. Number
172933

Req Date: 3/27/2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
13.00	6,043.00	LF	F11	Removal of existing cove base	$0.10	$604.30
14.00	6,043.00	LF	F11	Removal of existing cove base	$0.10	$604.30
15.00	37,868.00	SF	B4	Floor-Scrape, Clean and Sweep	$0.18	$6,626.90
16.00	37,868.00	SF	B4	Floor-Scrape, Clean and Sweep	$0.18	$6,626.90
17.00	40.00	EA	B12	Patch-Cementious Based 11 + Bags	$30.00	$1,200.00
18.00	40.00	EA	B12	Patch-Cementious Based 11 + Bags	$30.00	$1,200.00
19.00	4,465.00	SY	G465	Furnish Comm.Carpet Tile J&J ImpromptuDemiPlank7071- 2383	$13.79	$61,572.35
20.00	4,465.00	SY	G465	Furnish Comm.Carpet Tile J&J ImpromptuDemiPlank7071- 2383	$13.79	$61,572.35
21.00	136.00	SY	G465	Furnish Comm.Carpet Tile J&J ImpromptuDemiPlank7071- 2383	$13.79	$1,875.44
22.00	136.00	SY	G465	Furnish Comm.Carpet Tile J&J ImpromptuDemiPlank7071- 2383	$13.79	$1,875.44
23.00	380.00	SY	G501	FurnishCommBradloomCarpet J&J Impulse III-2433-1808	$7.66	$2,912.70
24.00	380.00	SY	G501	FurnishCommBradloomCarpet J&J Impulse III-2433-1808	$7.66	$2,912.70
25.00	144.00	LF	G963	FurnishStairNosing12LFperpiece TarkettJohnsoniteVCD-XXStpRisr	$3.22	$463.68
26.00	144.00	LF	G963	FurnishStairNosing12LFperpiece TarkettJohnsoniteVCD-XXStpRisr	$3.22	$463.68
27.00	43.00	EA	G529	FurnishJ&JNexusA113CarpetTile Adhesive-4 Gal/pail	$92.38	$3,972.34
28.00	43.00	EA	G529	FurnishJ&JNexusA113CarpetTile Adhesive-4 Gal/pail	$92.38	$3,972.34
29.00	12.00	EA	G528	FurnishJ&JPremiumA23Carpet Adhesive-4 Gal/pail	$43.72	$524.70
30.00	12.00	EA	G528	FurnishJ&JPremiumA23Carpet Adhesive-4 Gal/pail	$43.72	$524.70
31.00	3.00	EA	G1226	FurnishJohnsonite930EpoxyCaulk Compound-Tube-50LFperTube	$24.50	$73.50
32.00	3.00	EA	G1226	FurnishJohnsonite930EpoxyCaulk Compound-Tube-50LFperTube	$24.51	$73.53
33.00	4,369.00	LS	D2	LaborInstall:CarpetSquaresTile 4369 SY at 4.75 SY	$2.38	$10,376.38
34.00	4,369.00	SY	D2	LaborInstall:CarpetSquaresTile 4369 SY at 4.75 SY	$2.38	$10,376.38
35.00	367.00	LS	D1	LaborInstall:Carpet Yards (Broadloom)	$2.38	$871.63
36.00	367.00	SY	D1	LaborInstall:Carpet Yards (Broadloom)	$2.38	$871.63

Req. Number
172933

Req Date: 3/27/2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
37.00	397.00	LF	F72	Upholstery,Stairs,etc Steps,Stairs,Benches,Ramps,ETC	$1.25	$496.25
38.00	397.00	LF	F72	Upholstery,Stairs,etc Steps,Stairs,Benches,Ramps,ETC	$1.25	$496.25
39.00	139.00	LF	F82A	Install Stair Nosing	$1.25	$173.75
40.00	139.00	LF	F82A	Install Stair Nosing	$1.25	$173.75
41.00	6,120.00	LF	G813	FurnishJohnsoniteDC RubberBase 4.5" x 48" Rubber Base, Black	$0.62	$3,825.00
42.00	6,120.00	LF	G813	FurnishJohnsoniteDC RubberBase 4.5" x 48" Rubber Base, Black	$0.62	$3,825.00
43.00	4.00	EA	G1234	FurnishJohnsonite960CoveBase Adhesive-4 Gallon	$39.94	$159.76
44.00	4.00	EA	G1234	FurnishJohnsonite960CoveBase Adhesive-4 Gallon	$39.94	$159.76
45.00	72.00	LF	E6	Binder Bar - Metal or Vinyl	$1.50	$108.00
46.00	72.00	LF	E6	Binder Bar - Metal or Vinyl	$1.50	$108.00
47.00	6,043.00	LF	F145	Install Rubber Base-4.5"	$0.38	$2,266.13
48.00	6,043.00	LS	F145	Install Rubber Base-4.5"	$0.38	$2,266.13
49.00		LS	TAX	TAX 5.655%	$0.00	$6,491.47
50.00		LS	TAX	TAX 5.665%	$0.00	$6,491.46
51.00	1.00	EA	F29	Dumpster Charge PO Modification.Quote has two projects listed. 30 additional lines total. Quote is attached.	$650.00	$650.00
52.00	918.00	SY	F134	Moving Office Furniture Using Traditionl Methods-Light	$3.00	$2,754.00
53.00	918.00	SY	C3	Removal of Direct Glue Down Carpet	$2.50	$2,295.00
54.00	2,422.00	LF	F11	Removal of existing cove base	$0.20	$484.40
55.00	7,556.00	SF	B4	Floor-Scrape, Clean and Sweep	$0.35	$2,644.60
56.00	8.00	EA	B12	Patch-CementiousBased 1-10bags	$65.00	$520.00
57.00	926.00	SY	G465	Furnish Comm.Carpet Tile J&J ImpromptuDemiPlank7071- 2383	$27.58	$25,539.08
58.00	10.00	EA	G529	Furnish J & Nexus A1334 Carpet Tile Adhesive-4gal/pail	$184.76	$1,847.60
59.00	37.00	SY	G465	Furnish Comm.Carpet Tile Attic JJ ImpromptuDemiPlank7071-2383	$27.58	$1,020.46
60.00	918.00	SY	D2	LaborInstall:CarpetSquaresTile	$4.75	$4,360.50
61.00	2,520.00	LF	G813	FurnishJohnsoniteDC RubberBase 4.5" x 48" Rubber Base, Black	$1.25	$3,150.00
62.00	3.00	EA	G1234	FurnishJohnsonite960CoveBase Adhesive-4 Gallon	$79.88	$239.64

Req. Number
172933

Req Date: 3/27/2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
63.00	36.00	LF	E6	Binder Bar - Metal or Vinyl	$3.00	$108.00
64.00	2,421.00	LF	F145	Install Rubber Base-4.5"	$0.75	$1,815.75
65.00		LS	TAX	TAX for Project #1 5.655%	$0.00	$2,682.11
66.00	84.00	SY	F134	Moving Office Furniture Using Traditionl Methods-Light	$3.00	$252.00
67.00	84.00	SY	C3	Removal of Direct Glue Down Carpet	$2.50	$210.00
68.00	196.00	LF	F11	Removal of existing cove base	$0.20	$39.20
69.00	756.00	SF	B4	Floor-Scrape, Clean and Sweep	$0.35	$264.60
70.00	1.00	EA	B12	Patch-CementiousBased 1-10bags	$65.00	$65.00
71.00	88.00	SY	G2049	FurnishCommCarpetTile- Mannington Portela 24x24 Crete	$41.39	$3,642.32
72.00	8.00	SY	G2049	FurnishCommCarpetTile-AtticStk MannigtonJ&JPortela24x24Crete	$41.39	$331.12
73.00	1.00	EA	G2236	Furnish Mannington Infinity 2 Carpet Tile Adhesive 4gal/pail	$168.52	$168.52
74.00	84.00	SY	D2	LaborInstall:CarpetSquaresTile	$4.75	$399.00
75.00	240.00	LF	G813	FurnishJohnsoniteDC RubberBase 4.5" x 48" Rubber Base, Black	$1.25	$300.00
76.00	1.00	EA	G1233	FurnishJohnsonite960CoveBase Adhesive-1 Gallon	$28.68	$28.68
77.00	12.00	LF	E6	Binder Bar - Metal or Vinyl	$3.00	$36.00
78.00	196.00	LF	F145	Install Rubber Base-4.5" 1	$0.75	$147.00
79.00		LS	TAX	TAX for Project #2 5.655%	$0.00	$332.70

Total Order: $298,893.62

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Order

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

PO Number
254003
This number must appear on all documents pertaining to this order.

PO Date: 4/3/2025

Mail Invoice to:	Ship to:	Supplier:
Pinal County Finance Department P.O. Box 1348 Florence, AZ 85132 **Or** **email invoice to:** FinanceInvoices@pinal.gov	SUP CT JUDICIAL DIV & CT ADM 971 N JASON LOPEZ CIRCLE BLDG A FLORENCE AZ 85132	DIVERSIFIED FLOORING SERVICES -PHX, LLC 7898 E ACOMA DR, SUITE 107 SCOTTSDALE AZ 85260 Phone: - Fax: - **Confirming to:**

Buyer: Diane Mendoza, Buyer
Phone: 520 - 866-6269
Email: Diane.Mendoza@pinal.gov

Requested Delivery Date: 4/3/2025
Payment Terms: Net 30
Shipping Terms: FOB Destination

The terms and conditions of the following contract apply to this Purchase Order:
Contract Entity 1GPA
Contract Number 2308PV03E2
Contract Expiry 12/6/2025

Reference: Vendor: Diversified Flooring Services Brad Weaver, bweaver@dfsaz.com / 480-967-7600 Department: Court Admin Coral Aguilera, caguilera@courts.az.gov / 520-8665468 Joy Jonas, jjonas@courts.az.gov / 520-866-5413

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1	5.00	EA	F29	Dumpster Charge	$325.00	$1,625.00
2	5.00	EA	F29	Dumpster Charge	$325.00	$1,625.00
3	2,525.00	SY	F134	Moving Office Furniture Using Traditionl Methods-Light	$1.50	$3,787.50
4	2,525.00	SY	F134	Moving Office Furniture Using Traditionl Methods-Light	$1.50	$3,787.50
5	90.00	SY	F135	Moving Modular Office Furnitur Using lift system-short CA	$4.00	$360.00
6	90.00	SY	F135	Moving Modular Office Furnitur Using lift system-short CA	$4.00	$360.00
7	156.00	HR	F135	Repairs-RemoveReinstall Benchs 2-men/1.5hrs ea bnch 104 Bnchs	$32.50	$5,070.00
8	156.00	HR	F135	Repairs-RemoveReinstall Benchs 2-men/1.5hrs ea bnch 104 Bnchs	$32.50	$5,070.00
9	397.00	LS	F12	Addt'l Cost Remove/Dispose From Steps/Stairs/Risers/Walls	$0.38	$148.88
10	397.00	LS	F12	Addt'l Cost Remove/Dispose From Steps/Stairs/Risers/Walls	$0.38	$148.87
11	4,558.00	SY	C3	Removal of Direct Glue Down Carpet - net	$1.25	$5,697.50
12	4,558.00	SY	C3	Removal of Direct Glue Down Carpet - net	$1.25	$5,697.50

13	6,043.00	LF	F11	Removal of existing cove base	$0.10	$604.30
14	6,043.00	LF	F11	Removal of existing cove base	$0.10	$604.30
15	37,868.00	SF	B4	Floor-Scrape, Clean and Sweep	$0.18	$6,626.90
16	37,868.00	SF	B4	Floor-Scrape, Clean and Sweep	$0.18	$6,626.90
17	40.00	EA	B12	Patch-Cementious Based 11 + Bags	$30.00	$1,200.00
18	40.00	EA	B12	Patch-Cementious Based 11 + Bags	$30.00	$1,200.00
19	4,465.00	SY	G465	Furnish Comm.Carpet Tile J&J ImpromptuDemiPlank7071- 2383	$13.79	$61,572.35
20	4,465.00	SY	G465	Furnish Comm.Carpet Tile J&J ImpromptuDemiPlank7071- 2383	$13.79	$61,572.35
21	136.00	SY	G465	Furnish Comm.Carpet Tile J&J ImpromptuDemiPlank7071- 2383	$13.79	$1,875.44
22	136.00	SY	G465	Furnish Comm.Carpet Tile J&J ImpromptuDemiPlank7071- 2383	$13.79	$1,875.44
23	380.00	SY	G501	FurnishCommBradloomCarpet J&J Impulse III-2433-1808	$7.66	$2,912.70
24	380.00	SY	G501	FurnishCommBradloomCarpet J&J Impulse III-2433-1808	$7.66	$2,912.70
25	144.00	LF	G963	FurnishStairNosing12LFperpiece TarkettJohnsoniteVCD-XXStpRisr	$3.22	$463.68
26	144.00	LF	G963	FurnishStairNosing12LFperpiece TarkettJohnsoniteVCD-XXStpRisr	$3.22	$463.68
27	43.00	EA	G529	FurnishJ&JNexusA113CarpetTile Adhesive-4 Gal/pail	$92.38	$3,972.34
28	43.00	EA	G529	FurnishJ&JNexusA113CarpetTile Adhesive-4 Gal/pail	$92.38	$3,972.34
29	12.00	EA	G528	FurnishJ&JPremiumA23Carpet Adhesive-4 Gal/pail	$43.72	$524.70
30	12.00	EA	G528	FurnishJ&JPremiumA23Carpet Adhesive-4 Gal/pail	$43.72	$524.70
31	3.00	EA	G1226	FurnishJohnsonite930EpoxyCaulk Compound-Tube-50LFperTube	$24.50	$73.50
32	3.00	EA	G1226	FurnishJohnsonite930EpoxyCaulk Compound-Tube-50LFperTube	$24.51	$73.53
33	4,369.00	LS	D2	LaborInstall:CarpetSquaresTile 4369 SY at 4.75 SY	$2.38	$10,376.37
34	4,369.00	SY	D2	LaborInstall:CarpetSquaresTile 4369 SY at 4.75 SY	$2.38	$10,376.38
35	367.00	LS	D1	LaborInstall:Carpet Yards (Broadloom)	$2.38	$871.62
36	367.00	SY	D1	LaborInstall:Carpet Yards (Broadloom)	$2.38	$871.63
37	397.00	LF	F72	Upholstery,Stairs,etc Steps,Stairs,Benches,Ramps,ETC	$1.25	$496.25
38	397.00	LF	F72	Upholstery,Stairs,etc Steps,Stairs,Benches,Ramps,ETC	$1.25	$496.25
39	139.00	LF	F82A	Install Stair Nosing	$1.25	$173.75
40	139.00	LF	F82A	Install Stair Nosing	$1.25	$173.75

41	6,120.00	LF	G813	FurnishJohnsoniteDC RubberBase 4.5" x 48" Rubber Base, Black	$0.62	$3,825.00
42	6,120.00	LF	G813	FurnishJohnsoniteDC RubberBase 4.5" x 48" Rubber Base, Black	$0.62	$3,825.00
43	4.00	EA	G1234	FurnishJohnsonite960CoveBase Adhesive-4 Gallon	$39.94	$159.76
44	4.00	EA	G1234	FurnishJohnsonite960CoveBase Adhesive-4 Gallon	$39.94	$159.76
45	72.00	LF	E6	Binder Bar - Metal or Vinyl	$1.50	$108.00
46	72.00	LF	E6	Binder Bar - Metal or Vinyl	$1.50	$108.00
47	6,043.00	LF	F145	Install Rubber Base-4.5"	$0.38	$2,266.13
48	6,043.00	LS	F145	Install Rubber Base-4.5"	$0.38	$2,266.12
49		LS	TAX	TAX 5.655%	$0.00	$6,491.47
50		LS	TAX	TAX 5.665%	$0.00	$6,491.46

Total Order : $242,566.30

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

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

Diversified Flooring Services – Phoenix LLC
7898 E. Acoma Suite 107
Scottsdale, AZ 85260
Office: 480-967-7600
Fax: 480-967-4700
Floor Covering License: CR-08 ROC 206271
Ceramic Tile License: CR-48 ROC 206270

May 15, 2025

Sent Via E-Mail
John.espinoza@pinal.gov

Mr. John Espinoza
Project Manager
Facilities Management
Pinal County Facilities Management
971 Jason Lopez Circle
Florence, AZ 85232

Re: Installation of Carpet Tile, Base and Transitions – Revised Areas
Pinal County Courtroom Areas
Balance of Areas: 2nd, 3rd and 4th Floor Judge Chamber Areas
Rooms 2115, 2120, 2121 and 2122 Only – See Flooring Scope Layout for Project Scope

Dear Mr. Espinoza:

We hereby offer the following proposal for your consideration based on the 1GPA Contract – Contract #23-08PV-03.

The quote below was based on the requested scope of work, carpet tile and cove base. The below includes standard floor prep but does not include rebuilding or leveling of the existing concrete sub floor.

The quote below also includes the moving of the existing furniture, excluding any computers or electronic equipment.

The below quote is based on completing this project after hours & weekends and completed in multiple mobilizations.

Pinal County Building: Pinal County Courtroom Project Balance of Areas – New Carpet Tile, Base and Transitions
Project #1: Balance of Areas
Material and Labor Items

1 EA (F29)	Dumpster Charge	$ 650.00 EA	$ 650.00
918 SY (F134)	Moving Office Furniture Using Traditional Methods - light	$ 3.00 SY	$ 2,754.00
918 SY (C3)	Removal of Direct Glue Down Carpet	$ 2.50 SY	$ 2,295.00
2,422 LF (F11)	Removal of the existing cove base	$ .20 LF	$ 484.40
7,556 SF (B4)	Floor – Scrape, Clean and Sweep	$ .35 SF	$ 2,644.60
8 EA (B12)	Patch – Cementious Based 1-10 Bags	$ 65.00 EA	$ 520.00
926 SY (G465)	Furnish Commercial Carpet Tile Manufacture: J and J Style: Impromptu Demi Plank 7071 12” x 48” Color: 2383 On A Whim	$ 27.58 SY	$ 25,539.08
37 SY (G465) (6.22 SY/CTN)	Furnish Commercial Carpet Tile – Attic Stock Manufacture: J and J Style: Impromptu Demi Plank 7071 12” x 48” Color: 2383 On A Whim	$ 27.58 SY	$ 1,020.46
10 EA (G529)	Furnish J and J Nexus A1334 Carpet Tile Adhesive – 4 Gal/pail	$ 184.76 EA	$ 1,847.60
918 SY (D2)	Labor to Install: Carpet Squares (Tile)	$ 4.75 SY	$ 4,360.50
2,520 LF	Furnish Johnsonite DC Rubber Base		

(G813)	4.5” x 48” Rubber Base, Color: Black	$ 1.25 LF	$ 3,150.00
3 EA (G1234)	Furnish Johnsonite 960 Cove Base Adhesive – 4 gallon	$ 79.88 EA	$ 239.64
36 LF (E6)	Binder Bar - Metal or Vinyl	$ 3.00 LF	$ 108.00
2,421 LF (F145)	Install Rubber Base – 4.5”	$ .75 LF	$ 1,815.75
		Project #1: Sub Total:	$ 47,429.03
		Tax: (5.655%)	$ 2,682.11
		Project #1 Total:	**$ 50,111.14**

Project #2: Offices 2115, 2120, 2121 and 2122 Only
Material and Labor Items

84 SY (F134)	Moving Office Furniture Using Traditional Methods - light	$ 3.00 SY	$ 252.00
84 SY (C3)	Removal of Direct Glue Down Carpet	$ 2.50 SY	$ 210.00
196 LF (F11)	Removal of the existing cove base	$ .20 LF	$ 39.20
756 SF (B4)	Floor – Scrape, Clean and Sweep	$ .35 SF	$ 264.60
1 EA (B12)	Patch – Cementious Based 1-10 Bags	$ 65.00 EA	$ 65.00
88 SY (G2049)	Furnish Commercial Carpet Tile Manufacture: Mannington Style: Portela 24” x 24” Color: Crete	$ 41.39 SY	$ 3,642.32
8 SY (G2049) (8 SY/CTN)	Furnish Commercial Carpet Tile – Attic Stock Manufacture: Mannington J and J Style: Portela 24” x 24” Color: Crete	$ 41.39 SY	$ 331.12
1 EA (G2236)	Furnish Mannington Infinity 2 Carpet Tile Adhesive – 4 Gal/pail	$ 168.52 EA	$ 168.52
84 SY (D2)	Labor to Install: Carpet Squares (Tile)	$ 4.75 SY	$ 399.00
240 LF (G813)	Furnish Johnsonite DC Rubber Base 4.5” x 48” Rubber Base, Color: Black	$ 1.25 LF	$ 300.00
1 EA (G1233)	Furnish Johnsonite 960 Cove Base Adhesive – 1 gallon	$ 28.68 EA	$ 28.68
12 LF (E6)	Binder Bar - Metal or Vinyl	$ 3.00 LF	$ 36.00
196 LF (F145)	Install Rubber Base – 4.5”	$ .75 LF	$ 147.00
		Project #2: Sub Total:	$ 5,883.44
		Tax: (5.655%)	$ 332.70
		Project #2 Total:	**$ 6,216.14**

Combined Project Totals	
Project #1 Total:	**$ 50,111.14**
Project #2 Total:	**$ 6,216.14**
Projects #1 & #2 Total:	**$ 56,327.28**

Exclusions:

1. Existing furniture will be cleared of all personal items and electronic equipment.
2. Removal of asbestos containing materials.

If the above scope of work is acceptable, please authorize below and fax to 480-967-4700. Once authorization is received or a purchase order has been furnished, material will be ordered and an installation date will be determined by the expected date of material delivery. If you have any questions, please call me at 480-967-7600.

Thank you very much for allowing us to be of service to you. We look forward to the opportunity of working with you on this project and those in the future.

Sincerely,

Diversified Flooring Services – Phoenix LLC

Brad D. Weaver
Partner

Accepted:

_____
Signature Date

_____
Print Name Title Ref/P.0.#

NATIONAL PURCHASING COOPERATIVE

Paradise Valley Unified School District

Contract Extension/Amendment

10/3/2024

Diversified Flooring Systems - Phoenix LLC
7898 E Acoma Dr Suite 107
Scottsdale, Arizona, 85260
Attn: Brad Weaver

Re: Extension Agreement for Floor Covering Products & Services, Contract # 23-08PV-03-E2

The above-referenced contract is hereby mutually extended for an additional one (1) year period until 12/06/2025. This is the third year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and returning this signed Contract Extension with the following documentation:**

- ☒ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance)
- ☒ Updated Contact Information Sheet

Please check the box next to the appropriate contract price update:

- ☐ No contract pricing updates. Current price on file is accurate.
- ☒ Our contract pricing is based on a firm-fixed price list. We are providing an updated firm-fixed price list for 1GPA's approval with this extension.
- ☒ Our contract pricing is based on a percentage discount. We are providing new price lists for 1GPA's approval with this extension. *Note: Percentage Discounts remain the same as per contract terms and conditions.*
- ☐ We are aware of new price lists that will be available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are received and approved by 1GPA.

Please include a brief description of all the price updates below:

ANY FIRM FIXED OR MFG PRICE LISTS CHANGES (ADDS, DELETES OR PRICE CHANGES) WERE PROVIDED BY MFG'S FOR ANY ANNUAL ADJUSTMENTS.

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for approval.

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

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

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Vendor Acceptance/Signature:	
Printed Name: BRAD D. WEAVER	
Title: PARTNER	Date: 10.4.2024

Approvals/Authorized Signatures:
1GPA and Paradise Valley Unified School District have reviewed this contract extension. Each party's signature indicates approval. The absence of a signature indicates non-approval.

Christy Knorr 11/01/2024
Christy Knorr, President
1GPA

Eva Calles 11/12/2024
Eva Calles, Director of Purchasing
Paradise Valley Unified School District

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Requisition

Req. Number
173051

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Req. Date: 4/24/2025

Department Contact:	Ship to:	Supplier:
VALLE PENUELAS, LESLY LIBIER Phone: - Branch Plant: PW-HUMAN RESOURCES-HURF Fund Source: PUBLIC WORKS/FLOOD MANAGEMENT	PUBLIC WORKS- ADMIN OFFICES 85 N. FLORENCE ST 2ND FLOOR FLORENCE AZ 85132	WILSON & COMPANY INC PO BOX 75126 CHICAGO IL 60675-5126 Phone: - Fax: -

Buyer: Maegan Queen, Buyer
Phone: 520 - 866-6265
Email: Maegan.Queen@pinal.gov

Requested Delivery Date: 4/24/2025
Payment Terms: Net 30
Shipping Terms: FOB Destination

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

Contract Entity	Pinal County
Contract Number	205526ROQ
Contract Expiry	3/27/2026

Reference:
Quote: 4/11/2025 McClellan Wash Regulatory & Hazard Mapping

Vendor Contact: Rob Scrivo 480-440-8926 robert.scrivo@wilsonco.com

Department Contact: Josh Plumb 520-866-6638 joshua.plumb@pinal.gov | Cameron Lipetz 520-866-6468 cameron.lipetz@pinal.gov

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
2.00		LS		Inc Ln 1 - Regulatory and Haza .	$0.00	$136,064.50

Total Order: $136,064.50

WILSON &COMPANY
HIGHER RELATIONSHIPS

410 North 44th Street, Suite 460
Phoenix, AZ 85008
602 283 2701 p
602 273 1230 f
wilsonco.com

Date: May 8, 2025

To: Joshua Plumb
Assistant County Engineer
Pinal County
520-705-8857 | joshua.plumb@pinal.gov

From: Rob Scrivo, PE
West Area Drainage Practice Leader
Wilson & Company, Inc., Engineers & Architects
410 N. 44th Street, Suite 460, Phoenix, AZ 85008
480-440-8926 | robert.scrivo@wilsonco.com

Re: **McClellan Wash Regulatory and Hazard Mapping**
Contract Number: 205526ROQ
Task Order No. 6
PO #254104: (April 24th, 2025)
Modification No. 1

Mr. Plumb:

Wilson & Company, Inc., Engineers & Architects (WCI) is pleased to provide the following project understanding, scope of work, fee, schedule, and assumptions for the professional services required to complete hydrology and hydraulic modeling updates and regulatory & hazard mapping in the Greater Eloy area. The following sections summarize the tasks necessary to complete the additional tasks requested as **Modification Number 1** to **Task Order No. 6** (NTP issued April 24th, 2025).

For clarity, all tasks not originally included in the initial Purchase Order (PO) #254104 are in blue font with all original tasks in gray font.

We look forward to working with you on this important project. If you have any questions or require additional information, please feel free to contact me at your earliest convenience.

Sincerely,

Rob Scrivo, PE, CFM
Drainage Practice Lead

Steve Salazar, PE
Vice President – Contract Signatory

Project Understanding

Wilson & Company (WCI) understands Pinal County (County) and would like to update/refine the current two-dimensional (2D) modeling in the Greater Eloy area. The purpose of the modeling update is to create regulatory inundation and hazard maps that can be used to regulate development in this rapidly growing area. The current available hydraulic modeling was completed using FLO-2D in 2017 as part of the McClellan Wash Watercourse Master Plan (MWCMP). The current hydrologic modeling was completed for the upstream/contributing area as part of the MWCMP using the US Army Corps of Engineers (USACE) HEC-1 program in 2017. The MWCMP included alternative formulation and the selection of a preferred approach to the safe management of stormwater runoff generated during the 100-year storm event. While the study produced inundation exhibits which were published in the Final Hydrology and Level III report(s), detailed hazard mapping to be used for regulatory purposes was not part of that scope of work.

Given that the existing inundation maps were completed between 2017 – 2018 the underlying base information and modeling will require refinement and updating. In addition to the new, relatively high-resolution data now available in the project area and, recent model advancements to HEC-RAS present the opportunity to transition from the propriety FLO-2D software to the freely available USACE HEC-RAS 2D platform.

The following project scope of work summarizes the tasks necessary for the completion of the refinement and production of regulatory and hazard maps. Optional tasks associated with the migration of modeling from FLO-2D to the HEC-RAS 2D platform are also included should the County decide to move forward with that portion of the scope of work.

In addition to the production of regulatory and hazard maps based on the McClellan Wash and portion of Eloy located within the project study boundary flood sources, the modeling will be updated to include the inflow from the Santa Cruz River flood source (modeling by others). We understand that the current modeling for the Santa Cruz River was completed as part of the US Army Corps of Engineers (USACE) Lower Santa Cruz River Feasibility Study. This study is on-going and began in 2014 with the goal of addressing flood issues historically impacting the region. Significant events in 1983 and 1993 caused widespread damage to residences, businesses, agriculture and infrastructure. Much of the inundation and damage included the portions of Eloy covered by this project's study boundary, so the County has asked that in addition to the portions of Eloy and the McClellan Wash flood sources, the Santa Cruz River flood source should be included in this regulatory hazard mapping project. According to the County, the hydrology and hydraulics modeling along Santa Cruz River are more than six years old and will be updated as part of this next phase of the USACE project, which has recently started. We understand that the current modeling along the Santa Cruz River will be provided to the WCI team by the County with updates forthcoming once the USACE has them available.

WCI will also add the over-all upper McClellan Watershed to the HEC-RAS 2D model. This will be completed by converting the HEC-1 model in the upper McClellan Watershed area to a HEC-RAS 2D model using existing, readily available data.

Refer to **Figure 1.0** in **Attachment A** for the project study boundary.

Project Scope of Work

1 Project Management and Coordination

WCI will provide project management and coordination efforts to ensure the project is run efficiently and within budget. The major elements of this task include: team/task management, budget and schedule maintenance, quality assurance/quality control (QA/QC) oversite and facilitation of all client meetings.

1.1 Schedule/Plan of Work

WCI assumes that the hydrologic and hydraulic (H&H) model refinements and production of the regulatory and hazard maps will be completed in approximately 18 months from the Notice to Proceed (NTP). The schedule includes time for client/progress meetings, QA/QC, County review and comment response time and project close out.

1.2 Project Meetings

Upon Notice-to-proceed (NTP), WCI will have a kick-off meeting with the County to discuss the project goals and schedule. WCI will also conduct up to Twelve (12) project meetings with County staff as necessary to present and discuss progress. WCI will also conduct a meeting for each submittal to review the County's comments. There will be up to eight (10) comment review meetings, one per submittal. WCI anticipates the following submittals and deliverables:

- Draft Santa Cruz River H&H Incorporation Technical Memorandum
- Final Santa Cruz River H&H Incorporation Technical Memorandum
- Draft Santa Technical Memorandum (HEC-1 Conversion to HEC-RAS 2D)
- Final Santa Technical Memorandum (HEC-1 Conversion to HEC-RAS 2D)
- Draft H&H Model Refinement Review
- Final H&H Model Refinement Review
- Draft Regulatory/Hazard Maps
- Final Regulatory Hazard Maps
- Draft Mapping and Project Report
- Final Mapping and Project Report

Note: H&H Model Refinement Review meetings will be required regardless of platform used (FLO-2D or RAS 2D). In total, we anticipate up to twenty three (23) meetings. All meetings except the kickoff are assumed to be held virtually.

WCI shall prepare and distribute meeting agendas, sign-in sheets, handout materials and meeting minutes to all attendees.

1.3 Project Coordination

WCI shall provide coordination services required to complete the scope of work and coordinate the project with the County. The following is a list of anticipated activities:

- Project coordination with County staff;
- Supervise execution of work;
- Coordinate QA/QC reviews of project activities, deliverables and reports;
- Prepare and submit periodic progress reports as necessary over the duration of the project.
- Prepare and update project schedule as necessary; and
- Prepare, submit and review invoices.

Coordination hours are assumed for the project duration (24 months).

2 Hydrology and Hydraulics Modeling

As mentioned previously, the H&H for the existing condition prepared with the MWCMP was completed between 2017 and 2018. The MWCMP included the modeling of two distinct watersheds which together made up the entire approximate 400 square mile (sm) contributing area. The two areas were split between the relatively flat, valley area which is primarily undeveloped desert and the upper mountain and desert range area. The 50 square mile study area includes undeveloped desert (upstream/southeast of the Central Arizona Irrigation and Drainage District CAIDD Canal), portions of Eloy and the Eloy general planning area. Current land use outside of the developed Eloy City Center to the west is mostly agriculture with some low-density development throughout. The area is planned for significant mixed-use development including commercial, residential, and industrial areas. The MWCMP used a two-foot contour interval data set which was developed as part of a 2010 study.

Given the age of the terrain data used in the MWCMP, and the recent availability (2020) of free, downloadable USGS 1-Meter Digital Elevation Model (DEM) data, WCI recommends the terrain underlying the current 2D modeling be updated. Note, the DEM data came from a LiDAR survey with a point density at about 9-inch spacing and has been field verified with a vertical accuracy of 0.33 foot within a 95% confidence level. By contrast the MWCMP project's two-foot contour interval data is accurate to plus or minus 1-foot and is 15-years old.

2.1 Data Collection

2.1.1 Past Studies and As-Builts and GIS Data

WCI will collect, catalog and compile all data readily available for the project study area. Key data sets will include hydraulic structure as-builts, recent development information, utility data, all GIS data layers specific to the MWCMP and the FLO-2D model, land use and zoning maps, area planning maps and other data the team determines as relevant to the creation of Hazard Maps. WCI will also download the USGS 1-Meter Digital Elevation Model (DEM) data to incorporate into the Hazard Mapping effort. Any new and/or supplementary data received that is not part of the existing FLO-2D model will be incorporated into the model as part of the refinement task.

WCI will also coordinate to obtain all of the most current and available digital and hard copy modeling for the Santa Cruz Wash. This will include USACE data developed as part of the ongoing Lower Santa Cruz River flood risk study as well as FEMA FIS and gage data.

2.2 Hydrologic and Hydraulic (H&H) Analyses

2.2.1 Migrate from the FLO-2D to HEC-RAS 2D Model Platform

WCI highly recommends the County elect to migrate existing modeling from the FLO-2D model to the HEC-RAS 2D platform for the following reasons:

- The FLO-2D model is a grid-based model which use one elevation per cell to represent the underlying terrain features. Most of the lower watershed was modeled with a 25-foot cell size with the area around the prison area using a smaller 15-foot size.
- The FLO-2D model is divided into two models due to the variable cell sizes, which complicates model runs and increases effective model run time.
- The FLO-2D model only includes hydrographs from the large upper watershed which were output from the HEC-1 model. A rain on grid model was not used in the upper watershed as the primary focus/purpose of the MWCMP was to formulate mitigation alternatives for the McClellan Wash flood source (and contributing 400 sm watershed area).
- The FLO-2D model is based on the use of the 2-foot contour data from 2010 as described above.
- HEC-RAS 2D uses a mesh approach instead of the grid approach. The mesh size can vary. For critical areas, A fine mesh will be used in critical areas where accurate results are required, and a coarse mesh will be used for fast computation in other unimportant areas.
- HEC-RAS 2D mesh represents the underlying terrain more accurately than FLO-2D. With its sub grid approach, HEC-RAS 2D cells still capture a lot of details of the underlying terrain, unlike FLO-2D grids. The HEC_RAS 2D's subgrid approach yields better results even when HEC-RAS 2D uses the same cell sizes as FLO-2D.
- HEC-RAS 2D can be used as a single model for the entire lower watershed area covering portions of Eloy and the greater Eloy planning area (approximately 35 sm). Note, should the County wish to include the area between the CAP and CAIDD canal, the total area would then be approximately 50 sm.
- WCI can utilize all the data layers developed as part of the FLO-2D model (to be provided by the County) to build the HEC-RAS-2D model without duplication of effort.
- The HEC-RAS 2D model is developed, supported and updated by the USACE and is free to use. FLO-2D updates frequently cause issues with older model data sets.
- HEC-RAS 2D is more user friendly and easier to navigate.

Once the model is successfully migrated to HEC-RAS 2D WCI will perform a comparison with the FLO-2D results and present them to the County for review. The new HEC-RAS 2D model will

then be modified to incorporate rain on grid into the modeling in order to obtain regulatory and hazard mapping in areas outside of the MWCMP flooding extents.

2.2.2 H&H Model Update & Evaluation

WCI will update the current 2D model with the new USGS topographic mapping available for the area and the items listed below.

- New development and land use will be incorporated into the model. This task will involve updating shapefiles with the latest data.
- The USGS, high resolution 1-Meter DEM data will be incorporated – this will yield a much better regulatory and hazard mapping set. Note: FEMA accepts this data giving the County flexibility in pursuing physical map revisions to the applicable flood insurance rate maps (FIRM) covering the subject area.
- The model should include rain on grid to capture other, local flooding issues from 'non-MWCMP' sources. Note that the Santa Cruz River *will not* be modeled and/or captured in this mapping. *The current FLO-2D model was developed specifically to consider the McClellan Wash flood source*.
- Culvert and other structure updates will be made where necessary. WCI will check all available data sets and add any new culvert structure that were built since 2017. Field work will be conducted to collect and/or verify culvert data.

WCI proposes to provide mapping products for the 100-year storm event and model runs. The model will also be run for the 5-, 10-, and 50-year year frequencies.

2.2.3 Santa Cruz River H&H Modeling

WCI will coordinate with USACE and Pinal County as necessary to obtain all data available as part of the recent and ongoing study of the Lower Santa Cruz River. As part of this effort, the following will be required (at a minimum):

- Confirmation that Sant Cruz River discharges dominate the localized Picacho Peak discharges at the I-10 and SR87 traffic interchange. One of our team members led the drainage design for I-10 and SR87 traffic interchange and designed the cross-drainage structures to allow the significant local flow from Picacho Peak area to cross I-10 towards Eloy. WCI will assess the magnitude of Sant Cruz overflow and local flows and collect the I-10 cross-drainage structure information to model the Sant Cruz River overflow.
- Ascertain the level and type of modeling available on the Lower Santa Cruz River from the USACE project.
    - Digital model input/output files
    - Accompanying reporting and documentation
    - Availability of peak discharges (100-year and others)
- Assess available data format and perform further analysis as required to obtain a hydrograph shape for use in the 2D modeling through the project study area for all

storm frequencies analyzed. In the case that only peak discharges are available without hydrographs, WCI will develop a HEC-HMS model for the tributary watershed, in this case the Upper Santa Cruz watershed and a portion of Lower Santa Cruz watershed with total area of 2500 sm, utilize USGS gage data to validate the model, and obtain the hydrograph for the 2D modeling use.

- Provide an expanded 2D modeling domain to include approximately 300 square miles of the adjacent Santa Cruz River and overbank/inundation area.

WCI proposes to provide mapping products for the 100-year storm event and model runs. The model will also be run for the 5-, 10-, and 50-year year frequencies but mapping for those frequencies is not included in this scope of work.

2.2.4 Model Conversion from HEC-1 to HEC-RAS 2D

As part of the project, Pinal County has requested WCI convert the existing HEC-1 model in the 400 sm upper McClellan Wash watershed to HEC-RAS 2D to create a single model using state of the art techniques. The advantages of completing this task are as follows:

- The existing (HEC-1) model is 8 years old. HEC-1 is outdated and no longer supported by USACE – the HEC-1 executable file can no longer be downloaded and many modern computers will not run the software.
- Any modeling updates/changes to reflect changed conditions and/or proposed future improvements in the upper watershed currently requires extraction of the tabulated hydrographs from HEC-1 and input to the proper location in the 2D model – modelers increasingly unfamiliar with HEC-1 tabulated output may struggle with this task.
- Conversion of HEC-1 to HEC-RAS 2D will give the County a single, cohesive 2D model of entire area – currently, there is a HEC-1 and two FLO-2D models that must be run to model upstream changes.
- RAS-2D is the latest in modeling methodology and the industry is trending in that direction.
- RAS-2D is the County's preferred platform.
- Virtually all developers and engineers use RAS 2D.
- WCI can now incorporate newest USGS DEM data sets for the upper watershed. Once 1M becomes available for all of the watershed, the model can be easily updated to reflect the improved topography.
- WCI will efficiently build the HEC-RAS-2D model using existing data sets (to be provided by the County) such as:
    - Detailed land use, Pinal County XKSAT/DTHETA and Rock Outcrop areas (GIS shapefiles)
- With the addition of new technology and **WCI expert staff we can automate much of the process of building the modeling** (staff have written scripts) – this makes model assembly and refinement much faster and more efficient.

2.3 H&H Model Results Evaluation

2.3.1 Flood Hazards

WCI will validate the model results through the use of the following:

- 2017 HEC-1 and FLO-2D model results.
- Existing gage data in the area – Note, there are limited gages and period of record is relatively short.
- USGS regression equations.
- Previous studies by Wood Patel, URS, SCS, USACE, Entellus and HDR.

WCI will review the model results with Pinal County at both draft and final stage of development. Pinal County will be kept involved throughout the validation process and WCI will ensure agreement with the County with regards to the approach and methodology employed for both the model updates and validation.

WCI will review model results from the Santa Cruz model runs and compare results with available storm inundation information from the 1983 flood and other useful, available flood records.

WCI will review HEC-RAS 2D model results from the converted Upper McClellan watershed (converted from HEC-1). Model results in runoff volume and flow rate will be verified by indirect methods as well as compared with previous modeling results where available.

3 Regulatory and Hazard Mapping

3.1 Flood Hazards

WCI will develop regulatory flood hazard maps based on the new, finalized results from the updated/revised 2D model. Maps will include the following at a scale of 1" = 400':

- Maximum Flow Depth Maps
- Maximum Flow Discharge Maps
- Flood Hazard Rating Maps Based on Flow Depth and Velocity

Deliverables for task 2.3 will include the following: ***Note, the mapping deliverables below supersede those listed in Section 3.1 of the original scope of work approved under PO#254104 and dated 4/24/2025. The revision is necessary due to the addition of the Santa Cruz River as a flood source and the over-lapping between that inundation and the inundation occurring due to the McClellan Wash flood source.***

- Electronic copies of all maps produced including shapefiles.
- One set of 16 (35 sm coverage) or 23 (50 sm coverage) maps showing maximum flow depth flood hazard, 100-year, 24-hour storm – McClellan Wash and Local Area Flood Source
- One set of 16 (35 sm coverage) or 23 (50 sm coverage) maps showing maximum flow depth flood hazard, 100-year, 24-hour storm – Santa Cruz River Flood Source
- One set of 16 (35 sm coverage) or 23 (50 sm coverage) maps showing maximum flow depth flood hazard, 100-year, 24-hour storm – Combined Flood Source(s)
- One set of 16 (35 sm coverage) or 23 (50 sm coverage) maps showing maximum flow discharge flood hazard, 100-year, 24-hour storm– McClellan Wash and Local Area Flood Source

- One set of 16 (35 sm coverage) or 23 (50 sm coverage) maps showing maximum flow discharge flood hazard, 100-year, 24-hour storm – Santa Cruz River Flood Source
- One set of 16 (35 sm coverage) or 23 (50 sm coverage) maps showing maximum flow discharge flood hazard, 100-year, 24-hour storm – Combined Flood Source(s)One set of 3 (35 sm coverage) or 4 (50 sm coverage) flood hazard rating maps based on depth and velocity, 100-year, 24-hour storm– McClellan Wash and Local Area Flood Source
- One set of 3 (35 sm coverage) or 4 (50 sm coverage) flood hazard rating maps based on depth and velocity, 100-year, 24-hour storm - Santa Cruz River Flood Source
- One set of 3 (35 sm coverage) or 4 (50 sm coverage) flood hazard rating maps based on depth and velocity, 100-year, 24-hour storm - Combined Flood Source(s)

3.2 Project Documentation

3.2.1 Preparation of a Santa Cruz River H&H Technical Memorandum (SCRTM) & HEC-1 to HEC-RAS 2D Technical Memorandum

WCI will prepare a Draft and Final SCRTM for County review and approval. The SCRTM will summarize the team's approach to incorporating available USACE and FEMA (if applicable) H&H data/information for the Santa Cruz River into the project area Hazard Mapping and modeling. The SCRTM will document any further analysis the team may be required to complete in order to use the information for this Mapping project.

WCI will prepare a Draft and Final HEC-1 conversion to HEC-RAS 2D TM for County review and approval. The TM will summarize the team's approach to incorporating available USACE and County information such as land use, GIS parameters for soil infiltration and other relevant information. The TM will also describe incorporation of available data from the HEC-1 modeling as necessary and/or applicable. The TM will document any further analysis the team may be required to complete in order to use the information for this Mapping project.

3.2.2 Updated H&H Report and Documentation

A report will be prepared to document all model refinements and platform migration (if applicable). The report will include a complete set of regulatory flood hazard maps as well as all digital data sets and model runs prepared as part of the project.

WCI will submit a Draft of the H&H report to the County for review and comment. Up to one round of comments will be addressed and incorporated into a final project H&H report. A Final H&H report will be submitted with the Santa Cruz River H&H Technical Memorandum included as an Appendix. The H&H report will also be submitted with the inclusion of the Technical Memorandum documenting the model conversion of the Upper McClellan Watershed from HEC-1 to HEC-RAS 2D.

4 Project Schedule

WCI will begin work within one (2) weeks of receiving NTP. Final deliverables of the Draft/Final H&H report will be provided to Pinal County upon finalization of the revised model and results evaluation.

A detailed project schedule will be provided to Pinal County within one (3) weeks of receipt of NTP.

The initial, approved project fee was $219,127.50. The total additional scope of work detailed above in 'blue' will be completed for an additional fee of **$136,040**. The total project fee is $355,192.00. The total request for this Modification No. 1 is **$136,040**. The project will be completed as a **lump sum fee**. The original, Base Fee Authorized under PO#254104 and additional fees associated with the additional requested services are summarized below:

			Contract Modification Number 1 - Santa Cruz (+) HEC-1 to RAS-2D				
FEE SUMMARY							
Task	Task Description	Base Fee	RAS-2D Santa Cruz	Sub Total	HEC-1 to RAS-2D	Total Modification No.1	TOTAL
1	Project Management & Coordination	$30,580.00	$5,115.00	$35,695.00	$2,728.00	**$7,843.00**	**$38,423.00**
2	Hydrology and Hydraulics Modeling	$131,433.50	$80,630.00	$212,063.50	$15,823.50	**$96,453.50**	**$227,887.00**
3	Regulatory and Hazard Mapping	$56,364.00	$31,641.50	$88,005.50	$0.00	**$31,641.50**	**$88,005.50**
	Sub Totals	$218,377.50	$117,386.50	$335,764.00	$18,551.50	$135,938.00	$354,315.50
	Direct Expenses	$750.00	$126.00	$876.00	$0.00	$126.00	$876.00
	Sub Totals	$219,127.50	$117,513.00	$336,640.00	$18,551.50	**$136,064.00** *(Mod 1 Total)*	**$355,192.00** *(TO 6 Total)*

Note: The total fee now reflects both the original Task Order No. 6 - "McClellan Wash Regulatory and Hazard Mapping" (dated April 11, 2025; NTP/PO #254104, issued April 24, 2024) - and the additional tasks required to incorporate the Santa Cruz River flood source and to convert the upper McClellan Watershed model from HEC-1 to HEC-RAS 2D. The combined cost for the entire scope of work is **$355,192**. The amount requested by this Task Order 6 Modification No. 1 is **$136,064** which represents the project total less the amount previously authorized under PO#245104.

Refer to **Attachment B** for a detailed cost associated with the Base Fee (PO#254104), the addition of the Santa Cruz River and the conversion of the HEC-1 (upper McClellan Watershed) to HEC-RAS 2D (Modification No.1).

5 Project Assumptions

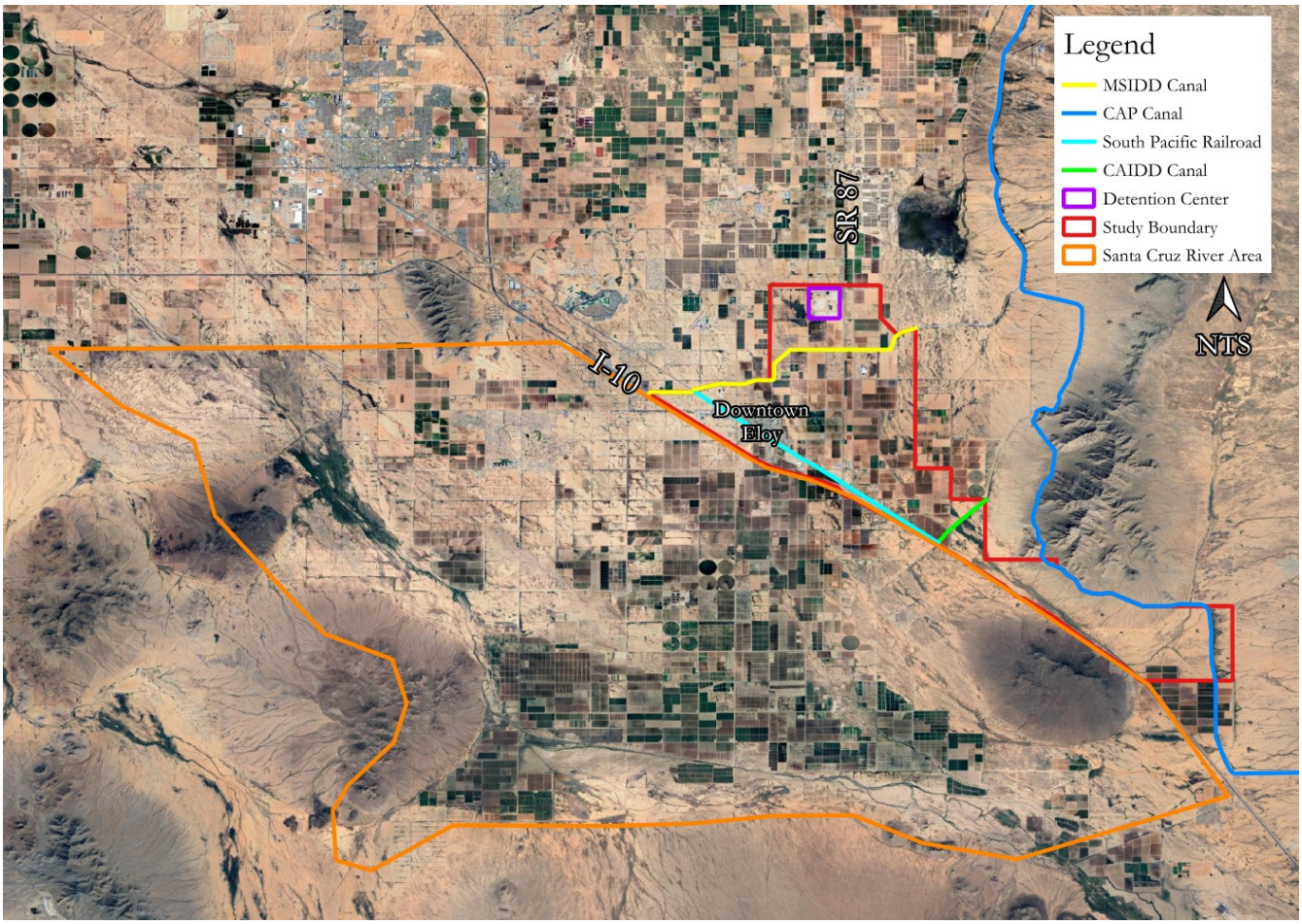
- Project meetings will be held virtually. If required, meetings can be held in-person on an as-needed basis.
- No new modeling along the Santa Cruz River is necessary. The team will be provided with the required electronic data and mapping.
- No new topographic information will be obtained along the Santa Cruz River. All terrain data will be provided by the County of downloaded from USGS.
- Inflow hydrographs will be provided by the County for the Santa Cruz River or derived using approximate techniques and methods.
- No FEMA flood hazard determination, evaluation, flood mitigation alternatives or submittal to FEMA is included in the scope of services.
- Engineering-judgement-based approximations will be used to appropriately use the best-available data in the H&H analyses.
- Alternatives formulation, evaluation, comparative analysis and selection of a preferred alternative are not a part of this scope of work.
- The existing conditions H&H will be modified for recent development or other topographic alterations captured by currently available mapping (USGS 1-Meter DEM) in the lower watershed.
- The existing condition HEC-1 model for the upper, mountain area contributing to runoff in the McClellan Wash ~~will remain as is. No modifications will be made to this model~~ will be converted to a HEC-RAS 2D model using the best available USGS DEM data and all data associated with the HEC-1 model to be provided by Pinal County.
- 2D modeling will be revised to include the City of Eloy downtown/developed area as well as the area impacted by the McClellan Wash. In addition, the HEC-1 upper watershed area will also be incorporated into an over-all HEC-RAS 2D model.
- 2D modeling will be updated to include rain on grid. ~~in conjunction with the inflow hydrographs from the upstream HEC-1 model.~~
- No geotechnical or survey field investigations are expected to be conducted and are not included as part of this scope of work.
- Field measurements will be done to verify culverts and other drainage infrastructure as part of the study. Detailed filed work associated with the conversion of the existing HEC-1 model in the upper watershed is not part of the scope of work. All information/data available as part of the HEC-1 model will be incorporated into the HEC-RAS 2D model.
- No field investigations related to environmental/archaeology/cultural resource surveys are included in the scope.
- No permitting (federal, state or local) is planned as part of this scope.

- All deliverables will be provided in electronic format - no hardcopies of deliverables will be provided.
- This scope and fee exclude any tasks/activities, meetings, and so forth, not explicitly included in this scope of work.

WILSON &COMPANY
HIGHER RELATIONSHIPS
410 North 44th Street, Suite 460
Phoenix, AZ 85008
602 283 2701 p
602 273 1230 f
wilsonco.com

Attachment A

Figure 1



Project Location Map and Study Area

Attachment B

Fee Summary

BASE FEE ONLY

Pinal County Contract No. 205526ROQ : Task Order #6
Date: April 11, 2025
McClellan Wash Regulatory & Hazard Mapping - BASE FEE (+) OPTION(S) 1&2

Pinal County, AZ
Labor Estimation

Task	Description	Principal / Director	Senior Project Manager	Principal Engineer	Senior Engineer	Junior Engineer	Total
1	**Project Management & Coordination**	**64**	**40**	**20**	**16**	**0**	**140**
1.1	Schedule/Plan of Work	16	0				16
1.2	project meetings	28	0		16		44
1.3	project management & coordination	20	40	20			80
2	**Hydrology and Hydraulics Modeling**	**57**	**39**	**130**	**221**	**440**	**887**
2.1	Data Collection	0	10	37	58	217	322
2.2	Hydrologic and Hydraulic (H&H) Analyses	0	0	0	0	0	0
2.2.1	**Migrate from FLO-2D to RAS-2D (Optional)**	**29**	**29**	**29**	**29**	**29**	**145**
2.2.2	H&H Model Update & Evaluation	20	0	49	97	121	287
2.3	H&H Model Results Evaluation	8	0	15	37	73	133
3	**Regulatory and Hazard Mapping**	**22**	**0**	**57**	**106**	**207**	**392**
3.1	Produce 32, 400 scale hazard maps 16-each for flow depth and flow discharge (**35 sm - excludes area east of CAIDD**)	10		30	40	100	180
	Produce 46 (total), **additional 7,** flow depth and flow discharge maps (**total 50 sm - excludes area east**	2		8	20	30	60
	Produce 3 hazard rating maps at 1,000 scale (**35 sm - excludes area east of CAIDD**)	1		2	4	12	19
	Produce 4 (total), **additional 1**, hazard rating maps at 1,000 scale (**50 sm - includes area east of**	1		1	2	5	9
3.2	Project Documentation (text/figures/exhbitis/tables/results/conclusions)	8		16	40	60	124
	Total	143	79	207	343	647	1419

Estimated Direct Labor Expense

Classification	Man-Hour	Bill Rate	Extension
Principal / Director	143	$247.50	$35,392.50
Senior Project Manager	79	$209.00	$16,511.00
Principal Engineer	207	$187.00	$38,709.00
Senior Engineer	343	$165.00	$56,595.00
Junior Engineer	647	$110.00	$71,170.00
Senior Planner	0	$132.00	$0.00
Senior Designer	0	$126.50	$0.00
Designer	0	$96.25	$0.00
GIS Tech/Drafter	0	$77.00	$0.00
Administrative / Clerical	0	$68.75	$0.00
Sub-total:	1419		$218,377.50

Estimate Direct Expenses

Item/Description	Unit	Estimated Number	Unit Cost	Extension
Printing / Photocopies	page	0	$.05	$0.00
CAD Plotting	sheet	0	$18.00	$0.00
Vehicle/Gas	miles	1071	$0.700	$750.00
Sub-total:				**$750.00**

Grand Total

Grand Total	**$219,127.50**

1. Project meetings include drive time (if applicable), meeting preparation time and post-meeting documentation activities.

Additional Fee for the Santa Cruz River
(Added as a Flood Source for Hazard Maps)

Pinal County Contract No. 205526ROQ : Task Order #6

Modification No.: **1 - add Santa Cruz and Upper Watershed (HEC-1 to RAS-2D)**

Date: May 8, 2025

McClellan Wash Regulatory & Hazard Mapping - BASE FEE (+) OPTION(S) 1&2

McClellan Wash Regulatory & Hazard Mapping - BASE FEE (+) OPTION(S) 1&2 (+) **Santa Cruze**

Pinal County, AZ

Labor Estimation

Task	Description	Principal / Director	Senior Project Manager	Principal Engineer	Senior Engineer	Junior Engineer	Total
1	**Project Management & Coordination**	**6**	**12**	**6**	**0**	**0**	**24**
1.1	Schedule/Plan of Work						0
1.2	project meetings						0
1.3	project management & coordination	6	12	6			24
2	**Hydrology and Hydraulics Modeling**	**8**	**0**	**85**	**175**	**308**	**576**
2.1	Data Collection		0	9	13	18	40
2.2	Hydrologic and Hydraulic (H&H) Analyses	0	0	0	0	0	0
2.2.1	**Migrate from FLO-2D to RAS-2D (Option 1)**	**2**	**0**	**8**	**14**	**16**	**40**
2.2.2	H&H Model Update & Evaluation (increased due to Option 2, 50sm)	4	0	0	20	30	54
2.2.3	**Santa Cruz River H&H Modeling**	**0**	**0**	**52**	**88**	**220**	360
	Picacho vs. SCR Peaks	0		8			8
	Evaluate level and type of modeling available for SCR	0		8	20	40	68
	Further Analysis to Obtain Inflow Hydrograph(s)	0		16	28	60	104
	Expande 2D model domain to inlcude SCR and overbank	0		20	40	120	180
							0
2.3	H&H Model Results Evaluation	2		16	40	24	82
3	**Regulatory and Hazard Mapping**	**9**	**6**	**30**	**52**	**127**	**224**
3.1	Produce **96** total maps, 400 scale hazard maps **48**-each for flow depth and flow discharge (**35 sm - excludes area east of CAIDD**)	6	4	18	26	105	
	Produce **117** (total), **additional 21,** flow depth and flow discharge maps (**total 50 sm - excludes area**	1	1	6	16	8	
	Produce **9** hazard rating maps at 1,000 scale (**35 sm - excludes area east of CAIDD**)	1	1	4	4	8	
	Produce **12** (total), **additional 3**, hazard rating maps at 1,000 scale (**50 sm - includes area east of**	1		2	6	6	
3.2	**Project Documentation (text/figures/exhbitis/tables/results/conclusions)**	**2**	**6**	**12**	**16**	**24**	**60**
3.2.1	*Draft/Final SCR TM*	1	4	8	12	18	43
3.2.2	*Draft/Final Project H&H Report*	1	2	4	4	6	17
	Total	23	18	121	227	435	824

Estimated Direct Labor Expense

Classification	Man-Hour	Bill Rate	Extension
Principal / Director	23	$247.50	$5,692.50
Senior Project Manager	18	$209.00	$3,762.00
Principal Engineer	121	$187.00	$22,627.00
Senior Engineer	227	$165.00	$37,455.00
Junior Engineer	435	$110.00	$47,850.00
Senior Planner	0	$132.00	$0.00
Senior Designer	0	$126.50	$0.00
Designer	0	$96.25	$0.00
GIS Tech/Drafter	0	$77.00	$0.00
Administrative / Clerical	0	$68.75	$0.00
Sub-total:	824		$117,386.50

Estimate Direct Expenses

Item/Description	Unit	Estimated Number	Unit Cost	Extension
Printing / Photocopies	page	0	$.05	$0.00
CAD Plotting	sheet	0	$18.00	$0.00
Vehicle/Gas	miles	180	$0.700	$126.00
Sub-total:				**$126.00**

Grand Total

Grand Total	**$117,512.50**

1. Project meetings include drive time (if applicable), meeting preparation time and post-meeting documentation activities.

CONVERT HEC-1 TO HEC-RAS 2D

(Add to Scope as Part of Modification No. 1)

Pinal County Contract No. 205526ROQ : Task Order #6

Modification No.: 1 - add Santa Cruz and Upper Watershed (HEC-1 to RAS-2D)

Date: May 8, 2025

McClellan Wash Regulatory & Hazard Mapping - BASE FEE (+) OPTION(S) 1&2

McClellan Wash Regulatory & Hazard Mapping - BASE FEE (+) OPTION(S) 1&2 (+) Santa Cruz (+) **Upper HEC-1 to RAS-2D**

Pinal County, AZ

Labor Estimation

Task	Description	Principal / Director	Senior Project Manager	Principal Engineer	Senior Engineer	Junior Engineer	Total
1	**Project Management & Coordination**	**0**	**0**	**4**	**8**	**6**	**18**
1.1	Schedule/Plan of Work				2	2	4
1.2	project meetings				2	2	4
1.3	project management & coordination			4	4	2	10
2	**Hydrology and Hydraulics Modeling**	**3**	**3**	**22**	**32**	**46**	**106**
2.1	Data Collection			2	2	4	8
2.2	Hydrologic and Hydraulic (H&H) Analyses						0
2.2.1	**Migrate from FLO-2D to RAS-2D (Option 1)**						**0**
2.2.2	H&H Model Update & Evaluation (increased due to Option 2, 50sm)						0
2.2.3	**Santa Cruz River H&H Modeling**	**1**	**1**	**16**	**24**	**30**	72
2.2.4	**Migrate from HEC-1 to RAS-2D (Option 3)**	1	1	16	24	30	72
2.3	H&H Model Results Evaluation	2	2	4	6	12	26
3	**Regulatory and Hazard Mapping**	**0**	**0**	**0**	**0**	**0**	**0**
3.1	Produce **96** total maps, 400 scale hazard maps **48**-each for flow depth and flow discharge (**35 sm - excludes area east of CAIDD**)						
	Produce **117** (total), **additional 21,** flow depth and flow discharge maps (**total 50 sm - excludes area**						
	Produce **9** hazard rating maps at 1,000 scale (**35 sm - excludes area east of CAIDD**)						
	Produce **12** (total), **additional 3**, hazard rating maps at 1,000 scale (**50 sm - includes area east of**						
3.2	**Project Documentation (text/figures/exhbitis/tables/results/conclusions)**	**2**	**4**	**4**	**6**	**8**	**24**
3.2.1	*Draft/Final SCR TM*						
3.2.2	*Draft/Final Project H&H Report*	2	4	4	6	8	
	Total	3	3	26	40	52	124

Estimated Direct Labor Expense

Classification	Man-Hour	Bill Rate	Extension
Principal / Director	3	$247.50	$742.50
Senior Project Manager	3	$209.00	$627.00
Principal Engineer	26	$187.00	$4,862.00
Senior Engineer	40	$165.00	$6,600.00
Junior Engineer	52	$110.00	$5,720.00
Senior Planner	0	$132.00	$0.00
Senior Designer	0	$126.50	$0.00
Designer	0	$96.25	$0.00
GIS Tech/Drafter	0	$77.00	$0.00
Administrative / Clerical	0	$68.75	$0.00
Sub-total:	124		$18,551.50

Estimate Direct Expenses

Item/Description	Unit	Estimated Number	Unit Cost	Extension
Printing / Photocopies	page	0	$.05	$0.00
CAD Plotting	sheet	0	$18.00	$0.00
Vehicle/Gas	miles	0	$0.700	$0.00
Sub-total:				**$0.00**

Grand Total

Grand Total	**$18,551.50**

1. Project meetings include drive time (if applicable), meeting preparation time and post-meeting documentation activities.

PINAL COUNTY

Contract Amendment

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

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

On-Call Water Resources Engineering Services

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

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

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to March 27, 2026.

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

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

X _____ X March 19, 2025

Stephen Q. Miller, Chairman
Pinal County Board of Supervisors

Date

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Requisition

Req. Number
173305

.

Req. Date: 5/22/2025

Department Contact:	Ship to:	Supplier:
ALEXANDER, DENISE SALAZAR Phone: - Branch Plant: PW-HUMAN RESOURCES-HURF Fund Source: PUBLIC WORKS/HIGHWAY	PUBLIC WORKS- ADMIN OFFICES 85 N. FLORENCE ST 2ND FLOOR FLORENCE AZ 85132	SANDERSON FORD PO BOX 1407 GLENDALE AZ 85301-1407 Phone: 623 - 842-8600 Fax: -

Buyer: Maegan Queen, Buyer
Phone: 520 - 866-6265
Email: Maegan.Queen@pinal.gov

Requested Delivery Date: 5/22/2025
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 Az
Contract Number CTR069471
Contract Expiry 1/17/2026

Reference:
Quote: 4/25/2025 2025 Ford F550XL Crew Cab Chasis 4x4 179" wb /60"ca

Vendor Contact: Dave Harris 623.930.5961 dharris@sandersonford.com

Department Contact: Jim Stalter 520.866.7037 Jim.Stalter@pinal.gov | Michele Kim 520.866.6453 Michele.Kim@pinal.gov

Delivery: 3535 Hunt Hwy San Tan Valley, AZ 85143

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	4.00	EA		2025 Ford F550 XL LS Lump SumCrew Cab Chassis 4x4	$64,600.00	$258,400.00
2.00	4.00	EA		6.7L V8 Diesel	$10,495.00	$41,980.00
3.00	4.00	EA		Brake Controller	$300.00	$1,200.00
4.00	4.00	EA		Max 19,500 lbs GVWR Pkg	$1,155.00	$4,620.00
5.00	4.00	EA		4.30 Ltd Slip Differential	$395.00	$1,580.00
6.00	4.00	EA		Rear Camera Prep Kit	$515.00	$2,060.00
7.00	4.00	EA		Platform Running Boards	$445.00	$1,780.00
8.00	4.00	EA		Engine Block Heater	$190.00	$760.00
9.00	4.00	EA		Hi Capacity Trlr Tow	$580.00	$2,320.00
10.00	4.00	EA		Skid Plates	$100.00	$400.00

Req. Number
173305

Req Date: 5/22/2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
11.00	4.00	EA		Snow Plow Prep	$250.00	$1,000.00
12.00	4.00	EA		Spare Tire / Wheel	$350.00	$1,400.00
13.00		LS		State Contract Discount 4%	$0.00	($12,700.00)
14.00	4.00	EA		Drake Equipment 10' (2yd) Dump with Tarp/Lights/Hitch	$18,007.00	$72,028.00
15.00		LS		Sales Tax (8.5%)	$0.00	$32,030.40
16.00		LS		Tire Tax .	$0.00	$46.60

Total Order: $408,905.00

SANDERSON Ford COMMERCIAL - FLEET

x 4

Government Fleet Sales Managers

Dave Harris	(623) 930-5961	dharris@sandersonford.com
Marty Tritschler	(623) 930-5963	mtritschler@sandersonford.com
Jerry Becker	(623) 842-8795	jbecker@sandersonford.com
Caleb Haley	(623) 842-8618	chaley@sandersonford.com

Department Fax: (623) 930-5966

Date: 4/25/2025

Customer: **Pinal County (J. Stalter)** **FAX:**

Vehicle Description: **2025 Ford F550 XL Crew Cab Chassis 4x4 179" wb /60"ca (W5H)**

****#### State of AZ Vehicle Procurement Contract CTR069471 (Factory Order)

		Base Price:	**$64,600.00**
	Upgrade Options:		
1.	6.7L V8 Diesel		**$10,495.00**
2.	40/20/40 Cloth Split Bench		
3.	AZ Window Tint Film	**(dealer)**	
4.	4 Key Fobs	**(dealer)**	
5.	Power Windows / Locks / Mirrors / Cruise Control		
6.	Brake Controller		**$300.00**
7.	Max 19,500 lbs GVWR Pkg		**$1,155.00**
8.	4.30 Ltd Slip Differential (required w/68F)		**$395.00**
9.	Rear Camera Prep Kit		**$515.00**
10.	Platform Running Boards		**$445.00**
11.	Engine Block Heater		**$190.00**
12.	Hi Capacity Trlr Tow (required w/ 68F)		**$580.00**
13.	Skid Plates		**$100.00**
14.	Snow Plow Prep		**$250.00**
15.	Spare Tire / Wheel		**$350.00**
16.	**State Contract Discount 4%**		**-$3,175.00**
17.	**Drake Equipment 10' (2yd) Dump with Tarp/Lights/Hitch quote 77693**		**$18,007.00**
	Quote good thru 7/3/2025		
		Upgrade Options Total:	**$29,607.00**
		Bid Price (w/options):	**$94,207.00**
		Sales Tax (8.5%):	**$8,007.60**
		Tire Tax:	**$11.65**
		Ford Extended Service Plan:	
		Total Delivered Price:	**$102,226.25**

*** Please note that pricing is based on split-pay invoicing until further notice. The chassis and upfit will be invoiced separately. Each component will be billed individually, and payment terms will apply separately to each invoice. Any adjustments or changes to pricing will be communicated promptly. Please contact us if you have any questions regarding invoicing structure.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Contract Amendment Summary

CONTRACTOR: Don Sanderson Ford – CTR069471	**AMENDMENT NO.: One (1)**
DESCRIPTION: Medium and Heavy Duty Cabs, Chassis and Buses	

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 January 18, 2025 through January 17, 2026 unless terminated, canceled or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.

PINAL COUNTY
WIDE OPEN OPPORTUNITY

Purchase Requisition

Req. Number
173307

Req. Date: 5/22/2025

Department Contact:	Ship to:	Supplier:
ALEXANDER, DENISE SALAZAR Phone: - Branch Plant: PW-HUMAN RESOURCES-HURF Fund Source: PUBLIC WORKS/HIGHWAY	PUBLIC WORKS- ADMIN OFFICES 85 N. FLORENCE ST 2ND FLOOR FLORENCE AZ 85132	EMPIRE MACHINERY PO BOX 842381 LOS ANGELES CA 90084-2381 Phone: 602 - 898-4789 Fax: 602 - 898-4637

Buyer: Maegan Queen, Buyer
Phone: 520 - 866-6265
Email: Maegan.Queen@pinal.gov

Requested Delivery Date: 5/22/2025
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 CTR052847
Contract Expiry 12/3/2025

Reference:
S. O. W: 2 - 2025 140-13A Motor Grader Level & 2 - 2025 140-15A Motor Grader Joystick

Vendor Contact: Matt Steely 520.631.4955 Matt.Steely@Empire-Cat.Com

Department Contact: Jim Stalter 520.866.7037 Jim.Stalter@pinal.gov | Michele Kim 520.866.6453 Michele.Kim@pinal.gov

Delivery: 3535 Hunt Hwy San Tan Valley, AZ 85143

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
1.00	2.00	EA	5152449	140-13A Level Motor Grader	$454,110.00	$908,220.00
2.00	2.00	EA	0P9003	Lane 3 Order	$0.00	
3.00	2.00	EA	4399110	Moldboard, 14' Plus	$2,210.00	$4,420.00
4.00	2.00	EA	2337143	Cutting Edge, 14' Blade	$384.00	$768.00
5.00	2.00	EA	2337160	End Bits, Overlayed	$490.00	$980.00
6.00	2.00	EA	5154649	Ripper-Scarifier, Rear	$27,020.00	$54,040.00
7.00	2.00	EA	5226393	Cold Weather, Tandem	$1,005.00	$2,010.00
8.00	2.00	EA	3806774	Precleaner, Non Sy-Klone	$0.00	
9.00	2.00	EA	5592201	Link Bar, Hydraulic	$0.00	
10.00	2.00	EA	5226756	Drawbar, Top Adjust	$0.00	

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
11.00	2.00	EA	5226757	Cat Grade Aro	$8,850.00	$17,700.00
12.00	2.00	EA	4532908	Manual Lock Out	$1,780.00	$3,560.00
13.00	2.00	EA	5999890	Base+1 (RIP) Aro	$11,190.00	$22,380.00
14.00	2.00	EA	5241763	Accumulators, with Aro	$6,200.00	$12,400.00
15.00	2.00	EA	5152231	Starter, Heavy Duty	$0.00	
16.00	2.00	EA	5623742	Roading Lights W/Fold Down Arm	$2,500.00	$5,000.00
17.00	2.00	EA	5226688	Cab, Plus	$2,450.00	$4,900.00
18.00	2.00	EA	5183382	Seat, Cloth Air Suspension	$3,400.00	$6,800.00
19.00	2.00	EA	5652320	Mirror, External Heated	$235.00	$470.00
20.00	2.00	EA	5193712	Product Link, Cellular PLE641	$0.00	
21.00	2.00	EA	5583846	Fan, Standard Tandem	$0.00	
22.00	2.00	EA	2520775	Tires, 17.5R25 BS VKT * D2A MP	$13,100.00	$26,200.00
23.00	2.00	EA	5226654	Coolant (-40C)	$0.00	
24.00	2.00	EA	0P3978	Fuel Antifreeze, -25C (-13F)	$0.00	
25.00	2.00	EA	5162552	Decals. English (US)	$0.00	
26.00	2.00	EA	5585819	Low Bar, LED, Tandem	$1,815.00	$3,630.00
27.00	2.00	EA	5632272	Lights, Work Plus, LED	$3,445.00	$6,890.00
28.00	2.00	EA	5586474	Lights, Cab Roof, LED	$1,650.00	$3,300.00
29.00	2.00	EA	5183017	Warning Strobe	$750.00	$1,500.00
30.00	2.00	EA	5213250	Circle Saver	$318.00	$636.00
31.00	2.00	EA	5241768	Camera, Rear Vision	$0.00	
32.00	2.00	EA	5183026	Premium Corp Radio (12V)	$770.00	$1,540.00
33.00	2.00	EA	5222419	Guard, Transmission	$4,520.00	$9,040.00
34.00	2.00	EA	5222402	Covers, Under Cab	$955.00	$1,910.00
35.00	2.00	EA	2495516	Heater, Engine Coolant, 120V	$326.00	$652.00
36.00	2.00	EA	3361559	Push Plate, Counterweight	$5,320.00	$10,640.00
37.00	2.00	EA	8J1434	Tooth, Straight	$2,630.00	$5,260.00
38.00	2.00	EA	4K3330	Shanks/Teeth, Ripper/Scarifier	$1,861.00	$3,722.00
39.00	2.00	EA	0P2265	Roll On-Roll Off	$405.00	$810.00
40.00	2.00	EA	4218926	Serialized Technical Media Kit	$0.00	
41.00		LS		Less Cooperative Discount ADOT Contract CTR052847 (30%)	$0.00	($335,813.40)
42.00		LS		Less Additional Empire Discoun	$0.00	($69,401.44)
43.00		LS		Sales Tax (8.7%)	$0.00	$62,132.20
44.00	2.00	EA	5773021	140-15A Joystick Motor Grader	$466,490.00	$932,980.00

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
45.00	2.00	EA	0P2265	Roll On-Roll Off	$405.00	$810.00
46.00	2.00	EA	0P3978	Fuel Antifreeze, -25C (-13F)	$0.00	
47.00	2.00	EA	4K3330	Shanks/Teeth, Ripper/Scarifier	$1,861.00	$3,722.00
48.00	2.00	EA	8J1434	Tooth, Straight	$2,630.00	$5,260.00
49.00	2.00	EA	2333295	Mirrors, Outside Mounted & Heated	$885.00	$1,770.00
50.00	2.00	EA	2495516	Heater, Engine Coolant, 120V	$326.00	$652.00
51.00	2.00	EA	2520775	Tires, 17.5R25 BS VKT * D2A MP	$13,100.00	$26,200.00
52.00	2.00	EA	3236970	Guard GP, Hitch	$0.00	
53.00	2.00	EA	3240889	Ripper/Scarifier	$27,020.00	$54,040.00
54.00	2.00	EA	5011163	Drain, High Speed, Engine Oil	$380.00	$760.00
55.00	2.00	EA	3493048	Moldboard, 14' Plus	$3,595.00	$7,190.00
56.00	2.00	EA	3944521	Cold Weather Package	$1,005.00	$2,010.00
57.00	2.00	EA	3589338	Accumulators, Blade Lift	$6,200.00	$12,400.00
58.00	2.00	EA	3662459	Guard, Transmission	$4,520.00	$9,040.00
59.00	2.00	EA	3676842	Push Plate, Counterweight HD	$7,500.00	$15,000.00
60.00	2.00	EA	3806774	Precleaner, Non Sy-Klone	$0.00	
61.00	2.00	EA	3858094	Base + 1 (RIP)	$3,050.00	$6,100.00
62.00	2.00	EA	3859554	Cab, Plus (Standard Glass)	$1,470.00	$2,940.00
63.00	2.00	EA	3941132	Seat Belt W/Indicator	$257.00	$514.00
64.00	2.00	EA	3953547	Starter, Elec, Extreme Duty	$540.00	$1,080.00
65.00	2.00	EA	3963921	Camera, Rear Vision	$0.00	
66.00	2.00	EA	3977457	Cab, Plus (Interior)	$4,000.00	$8,000.00
67.00	2.00	EA	4352072	Control, Auto Articulation-Ful	$2,400.00	$4,800.00
68.00	2.00	EA	4429940	Decals, English (US)	$0.00	
69.00	2.00	EA	4588701	Joystick Controls, Advanced	$2,685.00	$5,370.00
70.00	2.00	EA	4645442	Product Link, Cellular PLE742	$0.00	
71.00	2.00	EA	4698157	Coolant, 50/50, -35C (-31F)	$0.00	
72.00	2.00	EA	5213250	Circle Saver	$318.00	$636.00
73.00	2.00	EA	5369969	Lights, Arm, Fold Down	$2,500.00	$5,000.00
74.00	2.00	EA	5424660	Fan, Standard, TND	$0.00	
75.00	2.00	EA	5506608	Lights, Roading, LED	$1,650.00	$3,300.00
76.00	2.00	EA	5527285	Lights, Working, Plus, LED	$3,445.00	$6,890.00
77.00	2.00	EA	5532588	Headlights, Front, Low, LED	$1,815.00	$3,630.00

Req. Number
173307

Req Date: 5/22/2025

Line	Quantity	UOM	Item Number	Item Description	Unit Cost	Extended Cost
78.00	2.00	EA	5674685	Engine, Tier IV	$0.00	
79.00	2.00	EA	5836974	Cat Grade, ARO, TND	$6,410.00	$12,820.00
80.00	2.00	EA	3859294	Global Arrangement	$0.00	
81.00	2.00	EA	5402373	Tank, Fuel, Standard	$0.00	
82.00	2.00	EA	4218926	Serialized Technical Media Kit	$0.00	
83.00	2.00	EA	0P9002	Lane 2 Order	$0.00	
84.00		LS		Less Cooperative Discount (30%	$0.00	($339,874.20)
85.00		LS		Less Additional Empire Discoun	$0.00	($64,576.10)
86.00		LS		Sales Tax (8.7%) .	$0.00	$63,376.34

Total Order: $1,568,135.40

EMPIRE CAT

PINAL COUNTY

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 in^3)
- 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

REF #	DESCRIPTION	LIST PRICE
5152449	140-13A LEVER MOTOR GRADER	$454,110.00
0P9003	LANE 3 ORDER	$0.00
4399110	MOLDBOARD, 14' PLUS	$2,210.00
2337143	CUTTING EDGE, 14' BLADE	$384.00
2337160	END BITS, OVERLAYED	$490.00
5154649	RIPPER-SCARIFIER, REAR	$27,020.00
5226393	COLD WEATHER, TANDEM	$1,005.00
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
4532908	MANUAL LOCK OUT	$1,780.00
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 HEATED	$235.00
5193712	PRODUCT LINK, CELLULAR PLE641	$0.00
5583846	FAN, STANDARD TANDEM	$0.00
2520775	TIRES, 17.5R25 BS VKT * D2A MP	$13,100.00
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	$2,630.00
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 $559,689.00

EQUIPMENT STANDARD WARRANTY

CATERPILLAR EQUIPMENT WARRANTY

| INCLUDED |

Standard Factory*	Price	Payment
1 Year/Unlimited Hours	INCLUDED	INCLUDED

Field Service*	Price	Payment
1 Year/12 Months	INCLUDED	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

CATERPILLAR EQUIPMENT PROTECTION PLAN

| INCLUDED |

Extended Warranty Coverage — INCLUDED

7 Years or 7,000 Hours: Premier Warranty

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	$559,689.00
Less Cooperative Discount ADOT Contract CTR052847 (30%)	($167,906.70)
Less Additional Empire Discount	($34,700.72)
Sub Total	$357,081.58
Sales Tax (8.7%)	$31,066.10
Total Price	**$388,147.68**
QUANTITY TWO GRADERS	**$776,295.36**

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
4/28/2024

This quote is good for 90 days on units in transit from the manufacturing (MFG) factory or in Empire stock only and prices are subject to change. Availability subject to prior sale. Price adjustments will be applied based on manufactures price or incentives increases/decreases that occur between this quote and the final price upon MFG confirmation of ship date. Tire brand cannot be guaranteed. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms (www.empire-cat.com/salesserviceterms), which are incorporated into this quote.

EMPIRE CAT

PINAL COUNTY

Pinal County Heavy Fleet



*Not Actual Quoted Machine

NEW CATERPILLAR 140 JOYSTICK 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
- Automatic Lock/Unlock Differential
- Ecology Engine Oil Drain
- Electronic Over-Speed Protection
- Fuel Tank with Sediment Drain
- Multi-Disc Sealed and Oil Cooled Parking Brake
- 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
- Ground Accessible Breaker Panel
- Electrical Hydraulic Valves
- 24V Electrical System
- Grade Control Ready (Cab harness software, electrical hydraulic valves, bosses & brackets)
- Reversing Lights
- LED Roof Mounted Roading Lights
- LED Stop & Tail Lights
- Electric Starter

Safety and Security
- Circle Drive Slip Clutch
- (2) Lockable Engine Compartment Doors
- (2) Lockable Service Compartment Doors
- Ground Level Engine Shutdown
- Emergency Exit Hammer
- Electric Horn
- Hydraulic Implement Lockout (for use while roading & servicing)
- 3" Retractable Seat Belt
- Secondary Steering
- Tandem Walkway/Guards

Tires, Rims & Wheels
- A partial allowance for tires on 10" x 24" multi-piece rims is included in the base machine price & weight.

Fluids
- Antifreeze
- Extended Life Coolant to -30°F

Operator Environment
- Air Conditioning with Heater
- Automatic Return to Center Articulation
- Centershift Pin Indicator
- Digital Speed & Gear Display
- Machine Level Gauge
- Analog Gauges (inside the cab):
  - Fuel, Articulation, Engine Coolant Temperature, Engine RPM, Hydraulic Oil Temperature, & DEF/AdBlue
- Adjustable Armrests with Joystick
- Joystick Gear Selection
- Hydraulic Power Steering Joystick Controls:
  - Right/Left, Blade Lift with Float Position, Blade Sideshift & Tip, Circle Drive, Centershift, Front Wheel Lean, Articulation & Steering
- Nighttime Cab Lights
- Operator Information/Message Display
- Digital Hour Meter
- In-Cab Wide Angle Rearview Mirror
- 12V Power Port
- Entertainment Radio Ready
- ROPS Sound Suppressed Cab
- Cloth Covered Comfort Suspension Seat
- Storage Area for Cooler/Lunchbox
- Electronic Throttle Control
- Laminated Glass Windows:
  - Fixed Front Window with Intermittent Wiper
  - Door with Intermittent Wipers (3)
- Tempered Windows:
  - Left & Right Side Wipers
  - Rear Window with Intermittent Wiper
- Cab Storage

Other Standard Equipment
- Brake Accumulators (Dual Certified)
- 6 Shoe Drawbar with Replaceable Wear Strips
- Ground Level Fluid Check
- SOS Ports for:
  - Engine, Hydraulic, Transmission, Coolant & Fuel
- Toolbox
- 105 Gallon Fuel Tank
- Ground Level Fueling
- 5.5 Gallon DEF/AdBlue Tank
- Hydraulic Lines for Base Functions
- High Capacity Hydraulic Pump (98cc/15 in^3)
- Radiator Cleanout Access (with swing doors)
- Debris Guard

REF #	DESCRIPTION	LIST PRICE
5773021	140-15A JOYSTICK MOTOR GRADER	$466,490.00
0P2265	ROLL ON-ROLL OFF	$405.00
0P3978	FUEL ANTIFREEZE, -25C (-13F)	$0.00
4K3330	SHANKS/TEETH, RIPPER/SCARIFIER	$1,861.00
8J1434	TOOTH, STRAIGHT	$2,630.00
2333295	MIRRORS, OUTSIDE MOUNTED & HEATED	$885.00
2495516	HEATER, ENGINE COOLANT, 120V	$326.00
2520775	TIRES, 17.5R25 BS VKT * D2A MP	$13,100.00
3236970	GUARD GP, HITCH	$0.00
3240889	RIPPER/SCARIFIER	$27,020.00
5011163	DRAIN, HIGH SPEED, ENGINE OIL	$380.00
3493048	MOLDBOARD, 14' PLUS	$3,595.00
3944521	COLD WEATHER PACKAGE	$1,005.00
3589338	ACCUMULATORS, BLADE LIFT	$6,200.00
3662459	GUARD, TRANSMISSION	$4,520.00
3676842	PUSH PLATE, COUNTERWEIGHT HD	$7,500.00
3806774	PRECLEANER, NON SY-KLONE	$0.00
3858094	BASE + 1 (RIP)	$3,050.00
3859554	CAB, PLUS (STANDARD GLASS)	$1,470.00
3941132	SEAT BELT W/INDICATOR	$257.00
3953547	STARTER, ELEC, EXTREME DUTY	$540.00
3963921	CAMERA, REAR VISION	$0.00
3977457	CAB, PLUS (INTERIOR)	$4,000.00
4352072	CONTROL,AUTO ARTICULATION-FULL	$2,400.00
4429940	DECALS, ENGLISH (U.S.)	$0.00
4588701	JOYSTICK CONTROLS, ADVANCED	$2,685.00
4646442	PRODUCT LINK, CELLULAR PLE742	$0.00
4698157	COOLANT, 50/50, -35C (-31F)	$0.00
5213250	CIRCLE SAVER	$318.00
5369969	LIGHTS, ARM, FOLD DOWN	$2,500.00
5424660	FAN, STANDARD, TND	$0.00
5506608	LIGHTS, ROADING, LED	$1,650.00
5527285	LIGHTS, WORKING, PLUS, LED	$3,445.00
5532588	HEADLIGHTS, FRONT, LOW, LED	$1,815.00
5674685	ENGINE, TIER IV	$0.00
5836974	CAT GRADE, ARO, TND	$6,410.00
3859294	GLOBAL ARRANGEMENT	$0.00
5402373	TANK, FUEL, STANDARD	$0.00
4218926	SERIALIZED TECHNICAL MEDIA KIT	$0.00
0P9002	LANE 2 ORDER	$0.00

CATERPILLAR LIST PRICE $566,457.00

EQUIPMENT STANDARD WARRANTY | INCLUDED |

CATERPILLAR EQUIPMENT WARRANTY

Standard Factory*	Price	Payment
1 Year/Unlimited Hours	INCLUDED	INCLUDED

Field Service*	Price	Payment
1 Year/12 Months	INCLUDED	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 INCLUDED

7 Years or 7,000 Hours: Premier Warranty

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	$566,457.00
Less Cooperative Discount (30%)	($169,937.10)
Less Additional Empire Discount	($32,288.05)
Sub Total	$364,231.85
Sales Tax (8.7%)	$31,688.17
Total Price	**$395,920.02**
QUANTITY TWO GRADERS	**$791,840.04**

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
5/21/2025

This quote is good for 90 days on units in transit from the manufacturing (MFG) factory or in Empire stock only and prices are subject to change. Availability subject to prior sale. Price adjustments will be applied based on manufactures price or incentives increases/decreases that occur between this quote and the final price upon MFG confirmation of ship date. Tire brand cannot be guaranteed. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms (www.empire-cat.com/salesserviceterms), which are incorporated into this quote.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Contract Amendment Summary

CONTRACTOR: Empire Southwest LLC **CTR052847**	**AMENDMENT NO.: Six (6)**
DESCRIPTION: Statewide Heavy Equipment including Accessories	

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 Six (6) to mutually extend this contract from December 4, 2024 through December 3, 2025 unless terminated, canceled or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.