Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Meeting Notice and Agenda

Town Council

Mayor Mark Stanton
Vice Mayor Christine Labelle
Councilmember Ellen Andeen-Keller
Councilmember Karen Liepmann
Councilmember Scott Moore
Councilmember Julie Pace
Councilmember Anna Thomasson

Thursday, June 11, 2026 **4:00 PM** **Council Chambers**

1. CALL TO ORDER / ROLL CALL

Notice is hereby given that members of the Town Council will attend either in person or by electronic conference system, pursuant to A.R.S. §38-431(4).

2. EXECUTIVE SESSION

26-178 **Discussion, authorized by A.R.S. §38-431.03(A)(1), regarding annual Town Attorney services review.**

26-177 **The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).**

3. STUDY SESSION ITEMS - IMMEDIATELY FOLLOWING THE EXECUTIVE SESSION

The Study Session is open to the public for viewing, and the following items are scheduled for discussion among the Council, Staff, and their designees. The Town Council will be briefed by staff and other Town representatives. There will be no votes and no final action taken on discussion items. The Council may give direction to staff and request that items be scheduled for consideration and final action at a later date. The order of discussion items and the estimated time scheduled to hear each item are subject to change.

26-192 **Presentation by Paradise Valley Youth Council**
45 Minutes

Staff Contact: Andrew Ching, 480-348-3690

4. BREAK

5. RECONVENE FOR REGULAR MEETING 6:00 PM

6. ROLL CALL

7. PLEDGE OF ALLEGIANCE*

8. PRESENTATIONS*

9. CALL TO THE PUBLIC

Citizens may address the Council on any matter not on the agenda or any item on the Study Session (Section 3 on the agenda). In conformance with Open Meeting Laws, Council may not discuss or take action on this matter at this Council meeting, but may respond to criticism, ask that staff review a matter raised, or ask that it be placed on a future agenda. Those making comments shall limit their remarks to three (3) minutes. Please fill out a Speaker Request form prior to addressing the Council.

10. CONSENT AGENDA

All items on the Consent Agenda are considered by the Town Council to be routine and will be enacted by a single motion. There will be no separate discussion of these items. If a member of the Council or public desires discussion on any item it will be removed from the Consent Agenda and considered separately. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

26-175 **Minutes of Town Council Meeting May 28, 2026**

26-179 **Discussion and Possible Action to Cancel the June 25, 2026 Regular Council Meeting**

Recommendation: Cancel the June 25, 2026 Regular Council meeting.

Staff Contact: Duncan Miller, 480-348-3610

26-180 **Discussion and Possible Action Regarding Acceptance of Donations to the Town of Paradise Valley for Fiscal Year 2026**

Recommendation: Authorize acceptance of donations to the Town received in Fiscal Year 2026.

Staff Contact: Duncan Miller, 480-348-3610

26-183 **Discussion and Possible Action to Execute the Second Amendment to Contract CON-24-049-FIN with Albert Holler & Associates for Tax Audit Services and Future Annual Renewals**

Recommendation: Approve and Authorize the Town Manager to execute the second amendment to extend CON-24-049-FIN with Albert Holler & Associates for tax audit services in the amount not to exceed $90,000 annually including all future renewal options and related amendments that do not materially increase the scope of services and remain within approved budget appropriations.

Staff Contact: Leslie DeReche, 480-348-3696

26-184 **Discussion and Possible Action to Approve an Amendment to Contract CON-25-036-POL with Level 7 Technologies for Cabling and Information Technology Infrastructure Services**

Recommendation: Approve and authorize the Town Manager to execute the Sixth Amendment to the Linking Agreement with Level 7 Technologies, LLC dba Aspen Technologies (CON-25-036-POL-A6) for information technology infrastructure services increasing the not-to-exceed contract amount from $95,780.96 to $118,994.55.

Staff Contact: Taylor Hunter, 480-348-3674

26-193 **Discussion and Possible Action to Approve Resolution 2026-10 Recognizing the Paradise Valley Youth Council as an Independent and Self-Governing Civic Organization Dedicated to Serving the Youth of Paradise Valley**

Recommendation: Approve Resolution No. 2026-10.

Staff Contact: Andrew Ching, 480-348-3690

11. PUBLIC HEARINGS

The Town Council may hear public comments and take action on any of these items. Citizens may address the Council regarding any or all of these items. Those making comments are limited to three (3) minutes. Speakers may not yield their time to others. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

26-181 **Discussion and Possible Action Regarding Liquor License Owner Transfer for the Kimpton Miralina Resort & Villas**

Recommendation: Forward the Kimpton Miralina Resort & Villas application for a Series 6 Bar Liquor License Owner Transfer to the Arizona Department of Liquor Licenses and Control with a recommendation for approval.

Staff Contact: Duncan Miller, 480-348-3610

12. ACTION ITEMS

The Town Council May Take Action on This Item. Citizens may address the Council regarding any or all of these items. Those making comments are limited to three (3) minutes. Speakers may not yield their time to others. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

26-190 **Discussion and Possible Action to Approve the First Amendment to the Linking Agreement (CON-25-003-POL) with PFVT Motors, LLC for Purchase of Vehicles Budgeted in Fiscal Year 2026/2027**

Recommendation: Approve and Authorize the Town Manager to execute the First Amendment to the Linking Agreement with PFVT Motors, LLC (CON-25-003-POL-A1) to purchase eight vehicles in Fiscal Year 2027 in an amount not to exceed $490,000.

Staff Contact: Robert Deserano, 480-348-3689

26-185 **Discussion and Possible Action to Approve Amendment Nine to the Professional Services Agreement with Brown and Associates for Third Party Plan Review and Inspection Services Related to Construction Activities at the Five Star Development, and Amendment Eight to the Third Party Inspection Agreement with Five Star Resort Owner, LLC and Five Star Land Owner, LLC**

Recommendation:

1. Authorize the Town Manager to execute Amendment Nine to the Professional Services Agreement with Brown and Associates for Third Party Plan Review and Inspection Services Related to Construction Activities at the Five Star Development, and
2. Authorize the Town Manager to execute Amendment Eight to the agreement with Five Star Resort Owner, LLC and Five Star Land Owner, LLC for third-party inspection services.

Staff Contact: Andrew Ching, 480-348-3690

26-188 **Discussion and Possible Action to Approve the First Amendment to the Linking Agreement (CON-25-031-PBW-A1) with M.R. Tanner Development and Construction, Inc for Street Maintenance Services**

Recommendation:

1. Approve implementation of the Fiscal Year 2026/27 Pavement Preservation Program that includes - Invergordon Rd, Chaparral Rd, District 3, Remaining portion of District 6, and a portion of Desert Fairways;
2. Approve expenditure of funds from the Pavement Management Budget - Highway Users Revenue Fund (HURF)
3. Authorize the Town Manager to execute CON-25-031-PBW, Job Order Number 5, with M.R. Tanner, in the amount of $3,888,159.45 for FY 27.

Staff Contact: Chris Martinez, 480-348-3527

26-189 **Discussion and Possible Action to Award Community Services Funding for Fiscal Year 2026**

Recommendation: Authorize the Town Manager to execute funding agreements with the agencies listed in the staff report in the total amount of $190,000.

Staff Contact: Amy Rebenar, 480-348-3544

13. FUTURE AGENDA ITEMS

The Town Council May Take Action on This Item. The Mayor or Town Manager will present the long range meeting agenda schedule and announce major topics for the following meeting. Any member of the Council may move to have the Town Manager add a new agenda item to a future agenda. Upon concurrence of four more Members, which may include the Mayor, the item shall be added to the list of future agenda items and scheduled by the Town Manager as a future agenda item within 60 days, or longer with Council approval.

26-182 **Consideration of Requests for Future Agenda Items**

Recommendation: Review the current list of pending agenda topics.

Staff Contact: Town Manager, 480-348-3690

14. MAYOR / COUNCIL / MANAGER COMMENTS

The Mayor, Council or Town Manager may provide a summary of current events. In conformance with Open Meeting Laws, Council may not have discussion or take action at this Council meeting on any matter discussed during the summary.

15. ADJOURN

AGENDA IS SUBJECT TO CHANGE

**Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the Town Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the Town Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the Town will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.*

The Town of Paradise Valley endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can also be provided for disabled persons at public meetings. Please call 480-948-7411 (voice) or 480-483-1811 (TDD) to request accommodation to participate in the Town Council meeting.

Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 26-178

Discussion, authorized by A.R.S. §38-431.03(A)(1), regarding annual Town Attorney services review.

Action Report

File #: 26-177

The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).

Action Report

File #: 26-192

AGENDA TITLE:
Presentation by Paradise Valley Youth Council

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY

STAFF REPORT

TO: **Mayor Stanton and Town Council Members**

FROM: **Andrew B. Ching, Town Manager**

DATE: **June 11, 2026**

DEPARTMENT: Town Manager
Andrew Ching, 480-348-3690

AGENDA TITLE:
Paradise Valley Youth Council

SUMMARY STATEMENT:

A group of high school age Paradise Valley residents have organized over the last year to form the Paradise Valley Youth Council. Members of this Council will be present at the June 11, 2026 Study Session to present an overview of their history, structure, and activity over the last year, as well as their request for official recognition by the Town of Paradise Valley.

The financial impact would be the $90.00 registration fee for the League of Cities and Towns Youth Conference (up to six youth and one adult chaperone), and the cost of a PV branded polo shirt for the attendees (approximately $25.00 per person), all of which would be within the Town's current budget authority.

ATTACHMENT(S):

A. Staff Report
B. Presentation – PV Youth Council
C. Draft Resolution

The Paradise Valley Youth Advisory Council



Our mission

The mission of the **Paradise Valley Youth Group** is to empower local youth to actively engage in civic life and foster leadership through service, collaboration, and advocacy.

Who: Paradise Valley Residents in Grades 9-12.

Where: Paradise Valley Town Hall

Past Events



Art show



Assisting Setup at Blood Drive



Leading the Pledge

Past Events





Police Department Tour
with Officer Phan



Leading the Pledge

Past Events



Heritage Event





Courtroom Tour
With
Judge Nagel

Past Events





Assisted at Veterans' Car Show 2025



Visited the Spire

Future Ideas

The Paradise Valley Youth Group would value the opportunity to present at the League of Arizona Cities and Towns conference, similar to how other youth councils across Arizona share their initiatives and perspectives.



Future Ideas

Host a one-time, student-led mock trial event to introduce youth to the legal system

Create a realistic courtroom simulation with assigned roles (judge, attorneys, witnesses, jury)



Founder : Saniya Dwivedi

Co-Founders:

Mia Steinmetz

Claire Young

Umeed Singh

Oliver Wurth

Lara Shah

Advisor: Vice Mayor Christine Labelle

Recap

A group of 8–10 high school students who meet monthly to discuss ideas and initiatives for the community.

The council is largely self-structured, with students leading recruitment, planning, and organization while working alongside an advisor.

An opportunity to meet and collaborate with other teenagers from across the community.

Learning more about the town of Paradise Valley and the ways local government and community initiatives operate.

Next Steps

- Establishing authority and credibility with outside organizations and local high schools to increase outreach and promote greater diversity within the council.
- Continuing to volunteer at community events as a way to contribute meaningfully and strengthen our impact within the community.
- Assist with Town Social Media Outreach
- Expanding outreach to schools for youth Paradise Valley Residents while building a strong foundation and recruiting students who would be a good fit for the council.

Thank you!

We are happy to answer any questions!!



Follow our Instagram:
@ParadiseValleyYouthCouncil

RESOLUTION NUMBER 2026-10

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA RECOGNIZING THE PARADISE VALLEY YOUTH COUNCIL AS AN INDEPENDENT AND SELF-GOVERNING CIVIC ORGANIZATION DEDICATED TO SERVING THE YOUTH OF PARADISE VALLEY.

WHEREAS, the Town of Paradise Valley (the "Town") encourages and supports the volunteer efforts of its residents in service to the Town, including service as the Mayor and Town Council (the "Town Council"), board and commission members, municipal judges, police volunteers, and the like; and

WHEREAS, the youth of Paradise Valley have not historically had specific volunteer opportunities with the Town; and

WHEREAS, the Paradise Valley Youth Council (the "Youth Council") organized over the last year to provide Paradise Valley youth an organization dedicated to civic and cultural enrichment, as well as volunteer opportunities within the community; and

WHEREAS, the Youth Council has been active in the community and with the Town, including volunteering at the Veteran's Car Show, the annual Martin Luther King Junior event, field trips to the Police Department and the Court, and numerous other civic minded activities; and

WHEREAS, the Youth Council has respectfully requested the Town's support through the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Paradise Valley, Arizona, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Youth Council is hereby recognized as an independent and self-governing civic organization dedicated to serving the youth of Paradise Valley and the Paradise Valley community through civic, cultural, and charitable activities.

Section 3. The Youth Council will not function as a board or commission of the Town, and is advisory only to the Mayor. Accordingly, no agenda posting or meeting minutes will be required. However, the Mayor is authorized to appoint from time to time a member of the Town Council to serve as a volunteer liaison to the Youth Council.

Section 4. The Mayor is authorized to provide the Youth Council with the opportunity to attend specified civic training and learning opportunities, including the annual League of Cities and Towns Youth Conference.

Section 5. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise Valley this 11th day of June 2026.

_____
Mark Stanton, Mayor

ATTEST:

_____
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

_____
Andrew McGuire, Town Attorney

Action Report

File #: 26-175

TOWN COUNCIL MEETING
6401 E. LINCOLN DRIVE
PARADISE VALLEY, ARIZONA 85253
MINUTES
THURSDAY, MAY 28, 2026

1. CALL TO ORDER / ROLL CALL

Mayor Stanton called to order the Town Council Meeting for Thursday, May 28, 2026 at 3:00 PM in the Town Hall Boardroom, 6401 E. Lincoln Drive, Paradise Valley, AZ 85253.

COUNCIL MEMBERS PRESENT
Mayor Mark Stanton
Council Member Ellen Andeen-Keller
Council Member Karen Liepmann
Council Member Scott Moore attended by video conference
Council Member Julie Pace attended by video conference
Council Member Anna Thomasson

Vice Mayor Christine Labelle was not present

STAFF MEMBERS PRESENT
Town Manager Andrew B. Ching
Town Attorney Andrew J. McGuire
Police Commander Joseph DiVenti
Town Clerk Duncan Miller
Community Development Director Chad Weaver
Public Works Superintendent Robert Deserano
Management Analyst Amy Rebenar
ASU Marvin Andrews Fellow Erin Sweeny
Community Resource Officer Vasilije Sagovnovic

2. STUDY SESSION ITEMS

26-170 Discussion of FY 26 Community Services Funding Recommendations

Management Analyst Amy Rebenar presented the Fiscal Year 2026 Community Services Funding Recommendations.

She discussed the background and history of the funding program. She said the Town has supported approximately 40 different community service agencies since 1985. In 2014, The Town Council adopted Resolution 1304 creating the Community Services Funding Policy. The Policy allows the Council to choose from among several options to distribute funding including:

- Staff needs assessment and recommendations to Council
- Request for proposal / application-based process
- Hybrid processes
- Council-directed program funding

In December 2025, the Council directed staff to use a hybrid model for FY26 to invite applications for funding from a narrow list of program areas.

She summarized the process that was followed:

Notice of funding opportunity was released in March. Applications collected during April. The Community Services Funding Advisory Group to the Town Manager met in early May to review and develop recommendations. The group included:

- Town Manager Andrew Ching
- Management Analyst Amy Rebenar
- Police Department CRO Vasilije Sagovnovic
- ASU Marvin Andrews Fellow Erin Sweeny
- Two Council Members (Councilmember Liepmann and Vice Mayor Labelle appointed by the Mayor)

The initial recommendations were presented at the May 14 Council Study Session. Based on Council feedback, the Advisory Group reconvened and revised the recommendations. Most funding amounts were reduced to align with original agency requests. She noted that only one organization (DUET) had previously received Town funding. Other previously funded organizations were contacted and invited to apply but no applications were received by the deadline.

FY 2026 Community Services Funding Recommendation		
Applicant	**Request**	**Recommendation**
The Aris Foundation	$62,000	$50,000
Phoenix Children's Hospital Foundation	$50,000	$50,000
Phoenix Rescue Mission	$25,000	$25,000
UMOM	$20,000	$20,000
Duet: Partners in Health and Aging	$5,000	$5,000
Friends of the Scottsdale Public Library	$10,000	$10,000
Hushabye Nursery	$25,000	$25,000
Valley Youth Theater	$5,000	$5,000
TOTAL	**$202,000**	**$190,000**

The Council discussed the purpose and goals of the Community Services Funding program, the process followed this year, and the agencies recommended for funding. Discussion focused on:

Data & Metrics: Councilmembers expressed disappointment about the lack of measurable outcomes from agencies supported in the past, especially homelessness funding awarded through Maricopa Association of Governments (MAG). Ms. Rebenar confirmed that for the past two years $200,000 was awarded to Community Bridges Inc (CBI) through MAG. CBI's report for FY25 funding arrived today and was not yet reviewed. In addition to performance metrics, Councilmembers questioned the direct benefit to Paradise Valley residents from the agencies recommended for funding.

Agency Selection and Process: Councilmember questioned why some historically funded organizations did not apply such as Central Arizona Shelter Services (CASS). Of the agencies recommended for funding, some Councilmembers thought (1) Hushabye Nursery was better suited for opioid settlement funds rather than community services funds; (2) Valley Youth Theater was outside the intended scope of the funding policy; (3) Aris Foundation was based too far away from Town and would have a lower return on investment.

The Council discussed revising next year's process and suggested the following:

- Identify priority needs first.
- Then issue targeted outreach to relevant agencies.
- Consider eliminating categories such as arts funding.
- Some argued Town funding should return to historic levels and focus primarily on homelessness. Others sought to continue supporting a combination of homelessness and community service programs.

The Council discussed next steps.

Councilmember Pace suggested reducing agency funding to $95,000 as follows:

- Scottsdale Public Library – $10,000
- DUET – $10,000
- UMOM – $25,000
- Phoenix Children's Hospital – $25,000
- Phoenix Rescue Mission – $20,000
- Valley Youth Theatre – $5,000

Do not fund Aris or Hushabye Nursery in this cycle and focus on developing a new funding process next year.

Councilmembers Moore and Andeen-Keller expressed partial support for aspects of this alternative and, additionally, supported reducing the community services budget in future years.

Mayor Stanton identified a consensus among himself, Councilmembers Liepmann and Thomasson, and Vice Mayor Labelle (based on correspondence she sent him prior to the meeting) to move forward with the Community Services Funding Advisory Group's recommendation as presented and schedule this item for action at the June 11th meeting.

Town Manager Ching summarized that staff would proceed with the funding recommendations as presented today for formal action at the June 11 meeting. He said individual Councilmembers may make alternative motions to award funding at that time. He said staff would compile recommendations for improving next year's process.

Town Attorney McGuire confirmed that the Council may alter its policy or allocate funds differently at future properly noticed meetings. He received consensus from the Council that instead of including individual funding agreements with the June 11 Council packet, the recommended Council action would be to grant the Town Manager authority to execute final agreements with the Council-approved funding amounts.

26-164 Discussion of Town Hall Fascia Restoration Options

Public Works Superintendent Robert Deserano stated that the Town Hall fascia has been damaged over time from natural elements causing severe deterioration. Attempts to repair damaged areas have not resolved the underlying issue of water intrusion to the exposed portions of the wooden structure. In addition, the wood patio shade structure by the staff kitchen is severely weathered and has started to separate from the building.

He presented three options to address the damage:

1. Full replacement of the wood fascia, like-for-like, with steel connection plates on both sides of the beam
2. Cut back beams to original fascia, remove and replace original fascia, and add a drip edge
3. Cut back beams to original fascia, remove and replace original fascia, add metal panel fascia

The staff recommendation was to remove the outer fascia and reduce overhanging trusses and install a metal panel with drip edge mitigating water intrusion and replace the patio canopy.

There was consensus to replace the wooden fascia life-for-like. There was further direction to consult with an architect and structural engineer to consider options to prevent water intrusion by incorporating wrapped metal or composite materials while maintaining the historical design elements and building profile. Staff was asked to bring back photo simulations and design elevations showing comparisons between current conditions and the architect's / engineer's recommended replacement.

Mayor Stanton recessed the meeting at 4:45 PM.

DRAFT

3. EXECUTIVE SESSION

26-154 **The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).**

4. BREAK

DRAFT

5. RECONVENE FOR REGULAR MEETING

Mayor Stanton reconvened the meeting at 6:00 PM in the Town Hall Council Chambers.

6. ROLL CALL

COUNCIL MEMBERS PRESENT
Mayor Mark Stanton
Council Member Ellen Andeen-Keller
Council Member Karen Liepmann
Council Member Scott Moore attended by video conference
Council Member Julie Pace attended by video conference
Council Member Anna Thomasson

Vice Mayor Christine Labelle was not present

STAFF MEMBERS PRESENT
Town Manager Andrew B. Ching
Town Attorney Andrew J. McGuire
Police Commander Joseph DiVenti
Town Clerk Duncan Miller
Community Development Director Chad Weaver
CFO Leslie DeReche
Public Works Director Isaac Chavira
Senior Planner George Burton
Capital Projects Manager Sam Kayat

7. PLEDGE OF ALLEGIANCE

Patsy Lowry and Ed Lowry led the Pledge of Allegiance.

8. PRESENTATIONS

There were no presentations

9. CALL TO THE PUBLIC

There were no public comments.

10. CONSENT AGENDA

Mr. Ching summarized the items on the items on the consent agenda.

A motion was made by Council Member Liepmann, seconded by Council Member Thomasson, to approve the Consent Agenda with the exception of items 26-161 and 26-171. The motion carried by the following vote:

Aye: 6 - Mayor Stanton
Council Member Andeen-Keller
Council Member Liepmann
Council Member Moore

DRAFT

Council Member Pace
Council Member Thomasson

Absent: 1 - Vice Mayor Labelle

26-155 Minutes of Town Council Meeting May 14, 2026

26-161 Discussion and Possible Action to Approve the Historical Advisory Committee's Recommendation to Honor Edward F. Lowry with a Memorial Plaque

Recommendation: Approve the Historical Advisory Committee's recommendation to honor former Mayor Ed Lowry with a memorial plaque in the Town Hall Reflection Garden

A motion was made by Council Member Andeen-Keller, seconded by Council Member Liepmann, to approve the Historical Advisory Committee's recommendation to honor former Mayor Ed Lowry with a memorial plaque in the Town Hall Reflection Garden The motion carried by the following vote:

Aye: 6 - Mayor Stanton
Council Member Andeen-Keller
Council Member Liepmann
Council Member Moore
Council Member Pace
Council Member Thomasson

Absent: 1 - Vice Mayor Labelle

26-167 Discussion and Possible Action to Adopt Resolution 2026-07 Approving the Annual Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy for Fiscal Year 2027

Recommendation: Adopt Resolution 2026-07 approving the annual PSPRS Pension Funding Policy

26-166 Discussion and Possible Action to Adopt Resolution 2026-08 Approving the Financial Management Policies

Recommendation: Adopt Resolution 2026-08 approving the Fiscal Year 2027 Financial Management Policies

26-165 Discussion and Possible Action to Adopt Resolution 2026-09 Designating the Town's CFO as Filing Agent for the Annual Arizona Expenditure Limitation Report (AELR) for Fiscal Year 2027

Recommendation: Adopt Resolution 2026-09 designating a chief fiscal officer for the submission of the annual expenditure limitation report (AELR).

26-169 Discussion and Action Authorizing a Contract Amendment to S+C Communications (Scutari and Cieslak, Inc.) for Public

Communications Services, extending the Term of the Contract to June 30, 2027

Recommendation: Approve and Authorize the Town Manager to execute an amendment to the contract with S+C Communications for public communications services extending the term of the contract to June 30, 2027.

26-171 Discussion and Possible Action to Approve a Contract Extension with HighGround, Inc for Legislative Services on Behalf of the Town

Recommendation: Approve and authorize the Town Manager to execute the first amendment to the services agreement with HighGround, Inc for legislative services extending the contract to June 30, 2027 in the amount of $78,000.

A motion was made by Council Member Thomasson, seconded by Council Member Andeen-Keller, to approve and authorize the Town Manager to execute the first amendment to the services agreement with HighGround, Inc for legislative services extending the contract to June 30, 2027 in the amount of $78,000. The motion carried by the following vote:

Aye: 6 - Mayor Stanton
Council Member Andeen-Keller
Council Member Liepmann
Council Member Moore
Council Member Pace
Council Member Thomasson

Absent: 1 - Vice Mayor Labelle

11. PUBLIC HEARING

26-153 Discussion and Possible Action to Adopt Ordinance 2026-01 Approving the Phoenix Country Day School Intermediate Special Use Permit Amendment (SUP-25-06)

Senior Planner George Burton presented an application by Rose Law Group P.C., on behalf of Phoenix Country Day School (PCDS), for an Intermediate Special Use Permit amendment (SUP-25-06) for Phoenix Country Day School located at 3901 E Stanford Drive to update/renovate the existing baseball field, construct a new Wellness Center building, and add a digital display sign in the north parking lot and the east parking lot for school use.

The Planning Commission reviewed and held a public hearing on the application and voted to forward it to the Town Council with a recommendation for approval with 19 stipulations. He summarized the stipulations.

Planning Commission Chair Pamela Georgelos explained the Commission's recommendations focusing on the stipulation related to the digital sign board and their concern for the Town's dark skies goals.

Tom Galvin, attorney with Rose Law Group, spoke on behalf of the applicant. He thanked the Planning Commission for their diligence and the Town for its consideration.

Mayor Stanton opened the public hearing. There were no public comments.
Mayor Stanton closed the public hearing.

A motion was made by Council Member Liepmann, seconded by Council Member Moore, to adopt Ordinance Number 2026-01, approving an Intermediate Special Use Permit for Phoenix Country Day School to update/renovate the existing baseball field, construct a new Wellness Center building, and add a digital display sign in the north parking lot and the east parking lot for school use.

The motion carried by the following vote:

Aye: 6 - Mayor Stanton
Council Member Andeen-Keller
Council Member Liepmann
Council Member Moore
Council Member Pace
Council Member Thomasson

Absent: 1 - Vice Mayor Labelle

12. ACTION ITEMS

26-157 Discussion and Possible Action to Approve a Job Order Contract for Sanitary Sewer Rehabilitation

Capital Projects Manager Sam Kayat presented a request to approve a job order contract to perform rehabilitation work on the Town's sewer infrastructure. He stated that the Town's sewer system outfalls into the City of Scottsdale wastewater system. The Town is obligated under an intergovernmental agreement with Scottsdale to conduct a detailed assessment of the sewer system every five years and make repairs based on that assessment. He explained that during the current five-year sewer CIP Rehabilitation Plan, 200 manholes were identified in need of repair, and 74 sewer pipe segments were identified in need of repair.

He stated that this contract is to rehabilitate three manholes and repair four pipeline segments totaling 1,100 feet.

He summarized the public outreach process, timeline, and budget. The FY2026 was $525,000 and the project cost was $279,922. The project would commence in June 2026 and be completed within 30-days.

Mr. Kayat responded to questions from the Council.

There were no public comments.

A motion was made by Council Member Liepmann, seconded by Council Member Andeen-Keller, to approve and authorize the Town Manager to Execute a Job Order Contract with B&F Contracting for Sanitary Sewer Rehabilitation in an amount not to exceed $279,922. The motion carried by the following vote:

Aye: 6 - Mayor Stanton
Council Member Andeen-Keller
Council Member Liepmann
Council Member Moore
Council Member Pace
Council Member Thomasson

Absent: 1 - Vice Mayor Labelle

26-158 Discussion and Possible Action to Approve Construction Services Contracts for the Salt River Project Underground Utility Conversion Project on Rose Lane

Mr. Kayat presented the Rose Lane SRP utility undergrounding project. The project location was the southwest corner of Rose Lane and Palo Crisit Road and involved the removal of three utility poles. The total project cost was $450,900 and would be funding with the Town's allocation of $225,450 in SRP aesthetics funds with the balance being paid by the Town and resident contributions. Construction was anticipated to begin in June 2026 and be completed within four weeks.

Mr. Kayat responded to questions from the Council.

There were no public comments.

A motion was made by Council Member Thomasson, seconded by Council Member Andeen-Keller, to approve and authorize the Town Manager to execute SRP Construction Services Contract No. 4227754 in an amount not to exceed $218,700 and SRP Construction Services Contract No. 4227757 in an amount not to exceed $6,700 for the Rose Lane electric underground utility conversion project.

The motion carried by the following vote:

Aye: 6 - Mayor Stanton
Council Member Andeen-Keller
Council Member Liepmann
Council Member Moore
Council Member Pace
Council Member Thomasson

Absent: 1 - Vice Mayor Labelle

Council Member Liepmann and Council Member Moore departed the meeting at 6:55 PM

DRAFT

13. FUTURE AGENDA ITEMS

26-156 Consideration of Requests for Future Agenda Items

Town Manager Ching summarized the future agenda schedule.

14. MAYOR / COUNCIL / MANAGER COMMENTS

Council Members provided comments and updates on current events.

15. ADJOURN

A motion was made at 6:58 PM by Council Member Andeen-Keller, seconded by Council Member Thomasson, to adjourn. The motion carried by the following vote:

Aye: 4 - Mayor Stanton
Council Member Andeen-Keller
Council Member Pace
Council Member Thomasson

Absent: 3 - Vice Mayor Labelle
Council Member Liepmann
Council Member Moore

Mayor Stanton adjourned the meeting at 6:58 PM

TOWN OF PARADISE VALLEY

SUBMITTED BY:

_____
Duncan Miller, Town Clerk

DRAFT

STATE OF ARIZONA)

:ss.

COUNTY OF MARICOPA)

CERTIFICATION

I, Duncan Miller, Town Clerk of the Town of Paradise Valley, Arizona hereby certify that the following is a full, true, and correct copy of the minutes of the regular meeting of the Paradise Valley Town Council held on Thursday, May 28, 2026.

I further certify that said Municipal Corporation is duly organized and existing. The meeting was properly called and held and that a quorum was present.

_____

Duncan Miller, Town Clerk

DRAFT

Action Report

File #: 26-179

AGENDA TITLE:
Discussion and Possible Action to Cancel the June 25, 2026 Regular Council Meeting

RECOMMENDATION:
Cancel the June 25, 2026 Regular Council meeting.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY

STAFF REPORT

TO: **Mayor Stanton and Town Council Members**

FROM: **Andrew B. Ching, Town Manager**
Duncan Miller, Town Clerk

DATE: **June 11, 2026**

DEPARTMENT: Town Manager
Duncan Miller, 480-348-3610

AGENDA TITLE:
Discussion and Possible Action to Cancel the June 25, 2026 Regular Council Meeting

RECOMMENDATION:
Cancel the June 25, 2026 Regular Council meeting

SUMMARY STATEMENT:

There are currently no agenda items scheduled for the June 25th Town Council meeting, and it is believed some Council Members will be out of Town and unable to attend. It has been suggested that the meeting be cancelled.

Section II of the Town Council Rules and Procedures provides that the Town Council shall meet regularly each month, except for July and August. Meetings will be held on the second and fourth Thursday of each month, except for the months of November and December when meetings will be held on the second Thursday only. The Council may vote to suspend the rules and procedures pursuant to Section XIX and cancel the meeting.

As there are no items scheduled and many residents will have left for the summer, it would be appropriate for the Town Council to vote to cancel the meeting on June 25th.

BUDGETARY IMPACT:
No budgetary impact

ATTACHMENT(S):
None

Action Report

File #: 26-180

AGENDA TITLE:
Discussion and Possible Action Regarding Acceptance of Donations to the Town of Paradise Valley for Fiscal Year 2026

RECOMMENDATION:
Authorize acceptance of donations to the Town received in Fiscal Year 2026.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY

STAFF REPORT

TO: **Mayor Stanton and Town Council Members**

FROM: **Andrew B. Ching, Town Manager**
Duncan Miller, Town Clerk

DATE: **June 11, 2026**

DEPARTMENT: Town Manager
Duncan Miller, 480-348-3610

AGENDA TITLE:
Discussion and Possible Action Regarding Acceptance of Donations to the Town of Paradise Valley Received in Fiscal Year 2026

RECOMMENDATION:
Authorize acceptance of donations to the Town received in Fiscal Year 2026.

SUMMARY STATEMENT:
Community support for the Town of Paradise Valley and its Police Department is evident through the generous donations of cash, gift cards, and event tickets. In accordance with Resolution 2020-33 and past practice, the Town Manager reports these donations to the Town Council each year for formal acceptance.

During the period from July 1, 2025 to June 1, 2026, the Town received approximately $43,000 in cash donations, in-kind donations, tickets, gift cards, and pass-through donations to veterans and charitable organizations. The donations are detailed in the attached donation report (Attachment B).

Cash donations are transferred to the Finance Department and deposited and booked as unbudgeted donations. Cash donations specifically received by the Police Department are used for Department enhancements. Event tickets are made available to all employees on a first come first serve basis or given to individuals in recognition for providing exemplary customer service.

BUDGETARY IMPACT:
Cash donations are booked as unbudgeted revenue. Expenditures are made pursuant to financial management policies and standard procurement code procedures.

ATTACHMENT(S):
A. Staff Report
B. Donation Report

Town of Paradise Valley
Donations for FY25/26

Date	Receiving Department	Name of Donor	Value	Description
Dec 2025	Town Manager	Miscellaneous Donation	$100.00	Miscellaneous Donation
Mar 2026	Town Manager	PV Arts Board Donations	$71.82	PV Arts Board Donations
Apr 2026	Town Manager	PV Arts Board Donations	$72.14	PV Arts Board Donations
Oct 2025	Police Department	Shred Safely Donations	$3,127.15	Shred It
Nov 2025	Police Department	Shred Safely Donations	$2,709.50	Shred It
Mar 2026	Police Department	Shred Safely Donations	$1,592.30	Shred It
04/01/26	Police Department	Shred Safely Donations	$4,613.68	Shred It
Jan 2026	Police Department	Miscellaneous Donation	$500.00	Miscellaneous Donation
Dec 2025	Police Department	Miscellaneous Donation	$1,000.00	Miscellaneous Donation
Sep 2025	Town Manager	PV Car Show Donations	$3,835.00	Vintage Car Show
Oct 2025	Town Manager	PV Car Show Donations	$9,278.98	Vintage Car Show
Nov 2025	Town Manager	PV Car Show Donations	$6,597.13	Vintage Car Show
Dec 2025	Town Manager	PV Car Show Donations	$710.00	Vintage Car Show
10/07/25	Police Department	Fred Witt	$140.00	Applewood Grooming Certificate for Pepper
11/19/25	Police Department	Reinhold Marsoner	$1,000.00	Monetary Donation
01/12/26	Police Department	Christina Fitzgerald	Unknown	Barrett Jackson Tickets (100)
02/02/26	Police Department	Valley Rays	$3,200.00	Sunglasses (40)
04/15/26	Police Department	Costco	$200.00	Gift Card
04/21/26	Police Department	Mike Ingram	$2,682.00	Diamondbacks Tickets & Vallet
04/20/26	Police Department	Shake Shack	$96.00	Shake Shack Fries
04/22/26	Police Department	El Chorro	$200.00	Gift Card for Dinner
04/22/26	Police Department	The Sanctuary	Uknown	1-Night Stay w/Breakfast
04/22/26	Police Department	Scottsdale Gun Club	$939.00	1 Year Membership to Scottsdale Gun Club
04/22/26	Police Department	Scottsdale Gun Club	$930.00	Ammo (620 rounds)
05/07/26	Police Department	Chick-fil-a	Uknown	Breakfast Entrée (32)
05/07/26	Police Department	Chick-fil-a	Uknown	Float (32)
05/07/26	Police Department	Wal-Mart	$200.00	Gift Card

05/11/26	Police Department	Hermosa Inn	Uknown	1-Night Stay in a Deluxe Casita
05/13/26	Police Department	Nothing Bundt Cakes	Uknown	Cake Bites
05/13/26	Police Department	Trader Joe's	$60.00	Flowers
Total			**$43,854.70**	

Action Report

File #: 26-183

AGENDA TITLE:
Discussion and Possible Action to Execute the Second Amendment to Contract CON-24-049-FIN with Albert Holler & Associates for Tax Audit Services and Future Annual Renewals

RECOMMENDATION:
Approve and Authorize the Town Manager to execute the second amendment to extend CON-24-049-FIN with Albert Holler & Associates for tax audit services in the amount not to exceed $90,000 annually including all future renewal options and related amendments that do not materially increase the scope of services and remain within approved budget appropriations.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY

STAFF REPORT

TO: **Mayor Stanton and Town Council Members**

FROM: **Andrew Ching, Town Manager**
Leslie DeReche, Chief Financial Officer

DATE: **June 11, 2026**

AGENDA TITLE:
Authorize the Town Manager to Execute the Second Amendment to Contract CON-24-049-FIN with Albert Holler & Associates for Tax Audit Services and Future Annual Renewals

RECOMMENDATION:
Authorize the Town Manager to execute the second amendment to extend CON-24-049-FIN with Albert Holler & Associates for tax audit services in the amount not to exceed $90,000 annually including all future renewal options and related amendments that do not materially increase the scope of services and remain within approved budget appropriations.

BACKGROUND/SUMMARY STATEMENT:
The Town Council approved Contract CON-24-049-FIN with Albert Holler & Associates for tax audit services effective July 1, 2024. On June 12, 2025, the contract was amended to extend the agreement for an additional one-year term. Staff is requesting approval of a second amendment to continue tax audit services through June 30, 2027, utilizing the City of Glendale cooperative contract.

Albert Holler & Associates provides specialized tax audit services, including the completion of sales and use tax audits, commercial and residential construction audits, representation of the Town in municipal tax hearings, coordination with the Arizona Department of Revenue and Unified Audit Committee, monthly audit activity reporting, and technical assistance to Town staff and taxpayers regarding Transaction Privilege Tax, Use Tax, Transient Occupancy Tax, Property Rental Tax, and Franchise License Fees.

The proposed second amendment will extend the existing agreement for one additional year. The annual compensation remains unchanged at $90,000 and no increase in contract pricing is proposed under this amendment. Continuation of these services supports the Town's efforts to identify and recover tax revenues, maintain compliance with the Model City Tax Code, and provide taxpayers and staff with access to specialized tax expertise. Staff recommends approval of the second amendment to Contract CON-24-049-FIN with Albert Holler & Associates and authorization for the Town Manager to execute future renewals and related amendments in accordance with these terms.

ATTACHMENT(S):

A. Staff Report – Albert Holler & Associates
B. Albert Holler & Associates Linking Agreement
C. CON-24-049-FIN Second Amendment

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

ALBERT HOLLER & ASSOCIATES
TRANSACTION PRIVILEGE (SALES) USE TAX AUDIT SERVICES

This Linking Agreement for Cooperative Purchase (this "**Agreement**") is made and entered into on July 1, 2024 (the "**Effective Date**") by and between the Town of Paradise Valley, an Arizona municipal corporation (the "**Town**"), and Albert Holler, an individual doing business as Albert Holler & Associates (the "**Contractor**"), whose principal place of business is located at 18521 E. Queen Creek Road #105-425, Queen Creek, Arizona 85298. The Town and Contractor are the only parties to this Agreement; they are each individually a "**Party**," and together they are the "**Parties**."

RECITALS

A. On June 11, 2024 after a competitive procurement process, the City of Glendale entered into the Contract No. C24-0406, with the Contractor (the "**Base Agreement**") to purchase goods and services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A**, and the terms of the Base Agreement are incorporated herein by reference to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies, including the Town.

B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. The Town desires to contract for goods or services identical or nearly identical to the goods or services the Contractor is providing other units of government under the Base Agreement, and the Contractor desires to provide such goods and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Contractor and the Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Scope of Work; Terms, Conditions, and Specifications.

   1.1. The Contractor shall provide the Town the goods and/or services, generally described as Tax Audit Services, and more particularly identified in the proposal for sales & use tax auditing services (the "**Scope of Work**") attached hereto as **Exhibit B** and incorporated herein by reference.

   1.2. The Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in

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Exhibit C. For the purposes of this Agreement, all references to the City or City of Glendale in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

1.3. The Contractor shall comply with all the Town's specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit B or C and the Base Agreement, Exhibits B and C take precedence.**

1.4. The Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2. Payment. Payment to the Contractor for the services, materials, or equipment provided shall be made in accordance with the terms and conditions of the Base Agreement and of **Exhibit B**. The total compensation for the goods or services purchased under this Agreement shall not exceed $90,000. annually.

3. Contract Term and Renewal.

3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 11, 2025, unless terminated, canceled, or extended as otherwise provided in this Agreement.

3.2. The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the Contractor notice of its intent to extend this Agreement.

4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including, without limitation, the requirement to name the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the Contractor shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.

5. E-Verify. The Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

6. Boycott of Israel Prohibited. To the extent Title 35 applies to this Agreement, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

7. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.

8. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

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9. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement or the Base Agreement will in no way be construed as limiting the scope of the indemnity in this section.

11. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

DocuSigned by:
Andrew Ching
5B8E4040A9944A3...
Andrew Ching, Town Manager

ALBERT HOLLER & ASSOCIATES
an Arizona Sole Proprietor:

By: Albert Holler

Name: Albert Holler

Title: Owner

ATTEST:

DocuSigned by:
Duncan Miller
FD56FF67A95043D...
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

DocuSigned by:
6C9E79CECF0C427...
Andrew J. McGuire, Town Attorney

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

ALBERT HOLLER & ASSOCIATES
TRANSACTION PRIVILEGE (SALES) USE TAX AUDIT SERVICES

EXHIBIT A
BASE AGREEMENT

See attached: Transaction Privilege (Sales) Use Tax Audit Services, Contract No.C24-0406, June 11, 2024

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PROFESSIONAL SERVICES AGREEMENT
(Not Construction Related)
Transaction Privilege (Sales) and Use Tax Auditing Services

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Albert Holler an Arizona sole proprietor doing business as Albert Holler & Associates and authorized to do business in the State of Arizona, ("Consultant") as of the **11th** day of **June**, 2024 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");

B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and

D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and

(2) The City must approve the designated Project Manager.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.

c. Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

(2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

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(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors. Consultant shall not engage any subcontractor for the work or services to be performed under this Agreement.

2. Schedule. The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. Consultant's Work.

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

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3.5 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.,* and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed $240,000.00, as specifically detailed in **Exhibit C** ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.

a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

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c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants; and

(2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating,

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securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance. For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.

c. Intentionally Omitted.

d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 Other Insurance Provisions. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on

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behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Consultant warrants their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto

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their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. Uyghur Forced Labor Prevention Act (UFLPA). Consultant certifies that it does not currently, and during the term of this Agreement, will not use:

a. the forced labor of ethnic Uyghurs in the People's Republic of China;

b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

12. Attestation of PCI Compliance. When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.

13. Notices.

13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Albert Holler & Associates
c/o Albert Holler
18521 E. Queen Creek Rd., #105-425
Queen Creek, AZ 85142

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b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Farida Siddiqui
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. Entire Agreement; Survival; Counterparts; Signatures.

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four years, on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the City exercising its extension and may be a determining factor for any extension. There are no automatic extensions or renewals of this Agreement.

16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.mesaaz.gov/business/purchasing/save

19. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Compensation

(Signatures appear on the following page.)

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The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

DocuSigned by:
Levi D. Gibson 6/12/2024
6037E055B081475...
By: Levi D. Gibson
Its: Director

ATTEST:

DocuSigned by:
Julie K. Bower 6/12/2024
98B85C8F0FAE4FC...
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Michael D. Bailey 6/12/2024
F91E94D8DCF046C...
Michael D. Bailey
City Attorney

Albert Holler & Associates,
an Arizona Sole Proprietor

Albert Holler
By: Albert Holler
Its: Owner

DS
CC

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EXHIBIT A
Professional Services Agreement

PROJECT

Auditing firm will perform a minimum of twelve Transaction Privilege (Sales) and Use Tax Audits per year for taxpayers conducting business in the City of Glendale, in compliance with all federal and state laws and regulations.

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EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

The consultant will perform a minimum of twelve Transaction Privilege (Sales) and Use Tax Audits per year for taxpayers conducting business in the City of Glendale, as follows:

1. Independently conduct large scale, highly complex City Transaction Privilege (Sales) and Use Tax Audits of a special or difficult nature according to Generally Accepted Accounting Principles, Generally Accepted Auditing Standards, and the State of Arizona, Department of Revenue, processes and procedures.

2. Compile spreadsheets, audit notes, analyze and file reports which meet all established audit policy requirements and procedures.

3. Estimate City Transaction Privilege (Sales) and Use Tax liability from taxpayer records or other available information.

4. Observe, compare, and review financial records of businesses to determine compliance with City of Glendale Tax Code and Model City Tax Code statues and regulations.

5. Attend meetings and/or work at the taxpayer's business location, or the taxpayer's appointed representative's location to compile financial information from the taxpayer's source documents and records.

6. Follow and document the audit trail in the audit file for each assigned audit.

7. Write audit findings and conclusion summaries.

8. Examine and verify accuracy of taxpayer's bookkeeping records such as invoices, sales journals, general ledgers, bank statements, and inventory records.

9. Search records to identify entries critical to tax liability or precedural propriety as it relates to internal controls and conformance to tax laws.

10. Attend tax hearings and give testimony regarding work performed and the basis of the assessments, finding, or conclusions.

11. Educate business managers in computing and reporting taxes due by explaining legal requirements, rules, regulations, procedures, and ordinances, of the City of Glendale and other agencies.

12. Promptly respond to telephone and email inquiries regarding the current status of all audit files as requested.

13. Work closely with City of Glendale assigned Audit Project Manager to ensure successful and timely completion of all assigned audits.

14. Provide detailed work history summaries of all auditors that will be working on the City of Glendale assigned audits.

15. Remain in compliance with all state and local auditing laws and regulations.

16. Provide detailed monthly reports as defined and required by City of Glendale.

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EXHIBIT C
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Annual compensation is $48,000.00 to be paid in equal monthly payments of $4,000.00, each due 30 days after presentation of a monthly progress report and invoice from the Consultant.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed $48,000.00 annually, each year this contract remains in effect, for a total contract value of $240,000.00 if all four extensions are executed and completed. Only additional costs or expenses approved in accordance with Section 5.3 shall be billed and paid by the City.

DETAILED PROJECT COMPENSATION

Consultant understands that the Arizona Department of Revenue and City of Glendale have an Intergovernmental Agreement (IGA) that governs the conduct of audit services beginning January 1, 2015. Consultant agrees that to the extent any terms of this Agreement are in conflict with the IGA, including any terms related to compensation, the terms of the IGA prevail and take precedence over and govern this Agreement. Such a change in compensation may include a cost sharing or payment arrangement when one or more governmental entities participate in or pay for the performance of an audit of a taxpayer, as provided in ARS 42-6002.

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

ALBERT HOLLER & ASSOCIATES
TRANSACTION PRIVILEGE (SALES) USE TAX AUDIT SERVICES

EXHIBIT B
SCOPE OF WORK AND PRICING

See the following pages.

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ALBERT HOLLER & ASSOCIATES
local government consultants

18521 E Queen Creek Road #105-425
Queen Creek, Arizona 85142
(480) 940-1130
e-mail aholler@att.net

June 19, 2024

Duncan Miller
Town of Paradise Valley
6401 E Lincoln Drive
Paradise Valley, AZ 85253-4399

RE: Proposal for sales & use tax auditing services

Dear Duncan:

The Town of Paradise Valley expressed interest in continuing supplemental tax audit services to complement services provided by the Arizona Department of Revenue (DOR). Supplemental audits are not designed to replace existing programs, but more to assist the Town in conducting additional sales tax audits timely and accurately. This is accomplished by providing education and tax awareness services to the business community, securing delinquent sales tax revenues, and identifying businesses operating within the Town. Historically, the DOR cannot dedicate the resources necessary in assisting a Town secure compliance with the Tax Code.

Our sales tax audit program offers the Town assurances that businesses are properly licensed and filing returns accurately and timely. We use a comprehensive audit identification and selection process tailored to meet the Town's needs. Our program maximizes sales tax revenues by ensuring businesses are complying with your tax code.

We have expertise in handling delicate audit situations. Our approach is to handle each audit on a personal basis to avoid confrontation and maintain the public relations image of the Town.

As a well-known expert in sales tax, I was chief auditor at the DOR and tax audit supervisor at a major Town. I was on the drafting committee of the Model Tax Code and former chairman of the Unified Audit Committee. This experience provides assurances that the Town and its citizens receive the best services available. Our firm has been in business since 1992.

The key advantages of using our services are:

| Tax audit experience
| Proven methodology
| Positive results

Yours truly,

Albert Holler

Albert Holler

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INTRODUCTION

The Town adopted the Model Cities Tax Code effective 1987 and is currently in the state collection program. As the state cannot dedicate the resources necessary for an effective audit program, the Town is interested in extending current services provided. Our proposal is for supplemental audits on a yearly retainer fee. It can be amended as necessary. Our proposal includes linking to Glendale contract #24-0406.

SCOPE OF SERVICES

1. Select and complete a minimum of 20 sales and use tax audits including commercial and residential construction.

2. Audit services include serving as the Town's liaison with the Arizona Department of Revenue and Unified Audit Committee, as necessary to perform audit services. Consultant shall also represent the Town in Municipal Tax Hearings including preparation and submission of tax hearing responses.

3. Provide monthly reports of audit activity including assessments and collections.

4. Consultant shall provide assistance to Town Staff and Taxpayers regarding Transaction Privilege Tax, Use Tax, Transient Occupancy Tax, Property Rental Tax, and Franchise License fees, as requested.

FEE SCHEDULE

The total annual fee for services is $90,000 billed monthly at $7,500 and due by the 15th day of the following month.

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

ALBERT HOLLER & ASSOCIATES
TRANSACTION PRIVILEGE (SALES) USE TAX AUDIT SERVICES

EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Leslie DeReche, CFO
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

SECOND AMENDMENT
TO THE
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
ALBERT HOLLER & ASSOCIATES

THIS SECOND AMENDMENT TO THE LINKING AGREEMENT (this "Amendment") is entered into as of _____, 2026, between the Town of Paradise Valley, an Arizona municipal corporation (the "Town"), and Albert Holler & Associates, an Arizona sole proprietor (the "Consultant"). The Town and the Consultant are the only parties to this Amendment; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Parties entered into the Linking Agreement, No. CON-24-049-FIN dated July 1, 2024, for the Consultant to provide tax audit services (the "Agreement").

B. The Parties desire to enter into this Amendment to extend the term of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this Amendment have the same meanings as contained in the Agreement.

2. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 11, 2027, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

3. Effect of Amendment. The Agreement is affirmed and ratified, and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this Amendment, the Consultant affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this Amendment, under any of the terms or conditions of the Agreement, and (ii) any and all claims, known and

unknown, relating to the Agreement and existing on or before the date of this Amendment are forever waived.

5. Conflict of Interest. This Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

6. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, as amended, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Consultant becomes aware that it is not in compliance with this paragraph, the Consultant shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Consultant fails to provide a written certification that the Consultant has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on its termination date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this instrument as of the date and year first set forth above.

"**Town**"	"**Consultant**"
TOWN OF PARADISE VALLEY, an Arizona municipal corporation	ALBERT HOLLER & ASSOCIATES, an Arizona Sole Proprietor
_____ Andrew Ching, Town Manager	_____ Signature
ATTEST:	_____ Name
_____ Duncan Miller, Town Clerk	_____ Title
APPROVED AS TO FORM:	
_____ Andrew J. McGuire, Town Attorney Gust Rosenfeld P.L.C.	

Action Report

File #: 26-184

AGENDA TITLE:
Discussion and Possible Action to Approve an Amendment to Contract CON-25-036-POL with Level 7 Technologies for Cabling and Information Technology Infrastructure Services

RECOMMENDATION:
Approve and authorize the Town Manager to execute the Sixth Amendment to the Linking Agreement with Level 7 Technologies, LLC dba Aspen Technologies (CON-25-036-POL-A6) for information technology infrastructure services increasing the not-to-exceed contract amount from $95,780.96 to $118,994.55.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY

STAFF REPORT

TO: **Mayor Stanton and Town Council Members**

FROM: **Andrew Ching, Town Manager**
James Bailey, Chief Information Officer
Taylor Hunter, IT Team Lead

DATE: **June 11, 2026**

AGENDA TITLE:
Discussion and Possible Action to Approve an Amendment to a Linking Agreement for Cabling and Information Technology Infrastructure Services

RECOMMENDATION:
Approve and authorize the Town Manager to execute the Sixth Amendment to the Linking Agreement with Level 7 Technologies, LLC dba Aspen Technologies (CON-25-036-POL-A6) for information technology infrastructure services increasing the not-to-exceed contract amount from $95,780.96 to $118,994.55.

SUMMARY STATEMENT:
Level 7 Technologies, LLC dba Aspen Technologies ("Aspen Technologies") provides communications cabling and related electrical infrastructure services to the Town under Linking Agreement No. CON-25-036-POL, including the installation, testing, and warranty of structured cabling, fiber backbone, and supporting electrical systems across Town facilities. These services have been delivered through the original agreement and a series of amendments addressing additional scopes of work as Town needs have expanded. The proposed Sixth Amendment to the Agreement increases the combined not-to-exceed compensation for all goods and services from $95,780.96 to $118,994.55. This increase of $23,213.59 will fund repairs to recently discovered damaged fiber conduit running between the Public Works facility and the Data Center located in the Police Department. This repair is critical to maintaining reliable Town network infrastructure.

BUDGET IMPACT:
The approved FY27 budget includes $40,000 to maintain and improve the Town's technology infrastructure. Pursuant to Town Code Section 3-8-4, Town Council approval is required for expenditures exceeding $100,000 to a single vendor, even if approved in the budget. With the proposed Sixth Amendment, the combined not-to-exceed compensation under Linking Agreement No. CON-25-036-POL will total $118,994.55, exceeding the $100,000 per-vendor threshold. Therefore, staff is requesting approval to exceed the $100,000 per-vendor limit for Aspen Technologies for FY27.

ATTACHMENT(S):

A. Staff Report
B. Contract Amendment 6
C. Original Contract – Aspen Technologies Services

SIXTH AMENDMENT
TO THE
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
LEVEL 7 TECHNOLOGIES LLC

THIS SIXTH AMENDMENT TO THE LINKING AGREEMENT (this "Amendment") is entered into as of _____, 2026, between the Town of Paradise Valley, an Arizona municipal corporation (the "Town"), and Level 7 Technologies, LLC, an Arizona limited liability company dba Aspen Technologies (the "Contractor"). The Town and the Contractor are the only parties to this Amendment; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Parties entered into the Linking Agreement No. CON-25-0360-POL, dated February 21, 2025, for the Contractor to install, test, and warrant communications cabling systems, and amended it on February 21, 2025, April 8, 2025, June 17, 2025, August 22, 2025, and March 13, 2026, to extend the term, add services, and increase the Contractor's compensation (the original Linking Agreement and prior amendments collectively constituting the "Agreement").

B. The Town has determined that additional services by the Contractor are necessary (the "Additional Services").

C. The Parties desire to enter into this Amendment to (i) modify the scope of work to include the Additional Services, and (ii) provide for the increase in compensation to the Contractor for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this Amendment have the same meanings as contained in the Agreement.

2. Scope of Work. The Contractor shall provide the Additional Services as set forth in Quote No. 26-26004C, attached hereto as Exhibit 1 and incorporated herein by reference (the "Additional Scope of Work").

3. Compensation. The Town shall increase the compensation to the Contractor by $23,213.59 for the Additional Services at the rates set forth in the Additional Scope of Work, resulting in an increase of the combined not-to-exceed compensation from $95,780.96 to $118,994.55.

4. Effect of Amendment. The Agreement is affirmed and ratified, and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Amendment, under any of the terms or conditions of the Agreement, and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Amendment are forever waived.

6. Conflict of Interest. This Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

7. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, as amended, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, the Contractor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that the Contractor has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on its termination date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this instrument as of the date and year first set forth above.

"**Town**"	"**Contractor**"
TOWN OF PARADISE VALLEY, an Arizona municipal corporation	LEVEL 7 TECHNOLOGIES, LLC, an Arizona limited liability company
_____ Andrew Ching, Town Manager	_____ Signature
ATTEST:	_____ Name
_____ Duncan Miller, Town Clerk	_____ Title
APPROVED AS TO FORM:	
_____ Andrew J. McGuire, Town Attorney Gust Rosenfeld P.L.C.	

EXHIBIT 1
TO
SIXTH AMENDMENT
TO THE
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
LEVEL 7 TECHNOLOGIES LLC

[Amended Scope of Work]

See following pages.

Project Cost Estimate *05/26/2026*

Company: **Paradise Valley**
Project: **Conduit Pathway Repair**
Quote # **26-26004C**

Thank you for the opportunity to provide you with a cost estimate to repair communications cabling pathway. Assumptions have been made to reflect quantities and install standards based on the previous project installation guidelines and directions.

1. ***Backbone Communications Cabling Pathway Repair:***
   - **1.1.** Private Property Utility Locating, Work Area Protection / Barricades, Rod & Locate. for Damage Point of Existing 3" Conduit. Excavate, Intercept & Repair Damaged Conduit, Clear & Clean Repaired 3" Conduit Pathway.
   - **1.2.** If Required: Remove & Restore Asphalt, Slurry, Backfill, Trench Shoring, Steel Plate Rental
   - **1.3.** If Required: Remove & Restore Landscaping

Pricing for Solution:

Client: ***Paradise Valley*** ***Project:*** ***Conduit Pathway Repair*** ***Date:*** ***05/26/2026***	
Proposal # 26-26004C	
Description	**Totals**
Base Package Pricing	**$23,213.59**

Please reference the proposal number on all purchase orders and correspondence.

PAYMENT TERMS:

- **50% of the total contract price due before the job starts; and the balance billed monthly based on Aspen Technologies' estimated percentage of completion, which will include work performed, materials installed & stored materials as of the month end.**
- **Invoices shall be due within 15 days of the invoice date. Past due invoices are subject to a LATE PAYMENT SERVICE CHARGE computed at 2% per month.**
- **Aspen Technologies has the right to file a grievance/violation with the Register of Contractors should any item arise during the contract.**
- **In case of a delay or material price increase, or equipment during the performance of the contract through no fault of Aspen Technologies, the Contract Sum, time of completion, or contract requirements shall be equitably adjusted by Change Order.**

Sales Tax: Unless otherwise noted the proposed price **does not** include Sales Tax. Sales Tax will be charged on the invoices if applicable.

Proposal Period: This proposal is **valid for 30 days**.

Project Scope: The project scope outlined herein represents Aspen Technologies' understanding and interpretation of the subject project. All pricing is based on this defined scope. Any changes to the project scope will result in corresponding adjustments to pricing. Alterations or deviations from the specified scope that involve additional costs will only be executed upon receipt of written authorization and may result in charges beyond the proposed price.

Work Hours: All work will be performed during normal business hours. No overtime labor has been included or allotted for in this proposal at this time.

Job Site Requirements: The customer shall provide Aspen Technologies' installation and operations personnel with full and unrestricted access to all work areas as needed to perform the scope of work. Any delays caused by restricted access or other site-related issues will result in additional billing at Aspen Technologies' standard labor rates.

Aspen Technologies will remove all job-related debris upon project completion. Any fixtures or furniture moved by Aspen Technologies personnel during work will be returned to their original locations prior to job completion.

Project Schedule: Aspen Technologies will make all reasonable efforts to adhere to the installation and performance dates indicated herein. However, Aspen Technologies shall not be held liable for delays in performance due to unforeseen circumstances or causes beyond its control, including but not limited to adverse weather, strikes, lockouts, riots, wars, fires, acts of God, accidents, supplier or customer delays, material shortages, cost increases, or compliance with laws or regulations.

Performance obligations shall be considered suspended during, and extended for, any period of delay caused by such circumstances. Aspen Technologies remains responsible only for delays directly attributable to its own actions or omissions.

Warranties; Damage; Liability: All materials shall conform to the specified requirements, and all work will be completed in a professional manner consistent with standard installation practices. All materials and labor provided by Aspen Technologies are warranted for one (1) year, or as otherwise extended per the specific manufacturer or solution warranty. Repairs of customer-provided materials will be performed on a time-and-materials basis.

Aspen Technologies' obligations and the customer's remedies under this warranty are limited, at Aspen Technologies' option, to the repair or replacement of materials or labor found to be defective within the warranty period. Aspen Technologies reserves the right to reject any warranty claim not promptly reported, or involving items that have been altered, abused, or misused by parties other than Aspen Technologies.

Any repairs requested by the customer that fall outside the terms of this warranty may be performed by Aspen Technologies on a time-and-materials basis at its prevailing rates.

No warranties extend beyond those expressly stated herein. Under no circumstances shall Aspen Technologies be liable for incidental, consequential, special, or punitive damages. Aspen Technologies' total liability, if any, shall not exceed the total amount paid by the customer for products and services under this agreement.

Confidentiality: All information provided by Aspen Technologies in connection with this proposal—including, but not limited to, descriptions of work to be performed and parts lists—is proprietary and confidential. The customer agrees to treat all such information as confidential and shall not, without Aspen Technologies' prior written consent, disclose such information to third parties or use it for any purpose other than evaluating the proposal contained herein.

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

LEVEL 7 TECHNOLOGIES, LLC
CABLING COMMUNICATIONS SYSTEMS

This Linking Agreement for Cooperative Purchase (this "**Agreement**") is made and entered into on February 21, 2025 (the "**Effective Date**"), by and between the Town of Paradise Valley, an Arizona municipal corporation (the "**Town**"), and Level 7 Technologies, LLC, dba Aspen Technologies, an Arizona limited liability company authorized to do business in Arizona (the "**Contractor**"), whose principal place of business is located at 570 W. Southern Ave., Tempe, Arizona 85282. The Town and Contractor are the only parties to this Agreement; they are each individually a "**Party**," and together they are the "**Parties**."

RECITALS

A. After a competitive procurement process, the Arizona Department of Administration entered into a contract with the Contractor to purchase goods and services as described therein, effective as of October 2, 2022 (the "Base Agreement"). A copy of the Base Agreement, CTR062460, is attached hereto as **Exhibit A**, and the terms of the Base Agreement are incorporated herein by reference to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies, including the Town.

B. Pursuant to A.R.S. §§ 41-2631 *et seq*. and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. The Town desires to contract for goods or services identical or nearly identical to the goods or services the Contractor is providing other units of government under the Base Agreement, and the Contractor desires to provide such goods and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Contractor and the Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Scope of Work; Terms, Conditions, and Specifications.

   1.1. The Contractor shall provide the Town the goods and/or services, generally described as furnishing, installing, testing, and warrantying communications cabling systems, and more particularly identified in Quote # 26-25001C Rev.2 (the "**Scope of Work**") attached hereto as **Exhibit B** and incorporated herein by reference.

Docusign Envelope ID: 5C4AA813-658D-4816-A80F-6C1558F8BC5F

1.2. The Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in **Exhibit C**. For the purposes of this Agreement, all references to the "State" in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

1.3. The Contractor shall comply with all the Town's specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit B or C and the Base Agreement, Exhibits B and C take precedence.**

1.4. The Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2. Payment. Payment to the Contractor for the services, materials, or equipment provided shall be made in accordance with the terms and conditions of the Base Agreement and the price list set forth in **Exhibit B**. The total compensation for the goods or services purchased under this Agreement shall not exceed $8,199.35 for the entire term of this Agreement.

3. Contract Term and Renewal.

3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until October 1, 2025, unless terminated, canceled, or extended as otherwise provided in this Agreement.

3.2. The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the Contractor notice of its intent to extend this Agreement.

3.3. Upon the expiration of the Base Agreement, including any authorized renewals thereof, the Town may, at its option, extend this Agreement on a month-to-month basis for a maximum of six months. The purpose of such month-to-month extensions, if any, shall be to allow for the Town's procurement processes in the selection of a vendor to provide the services or materials provided under this Agreement.

4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including, without limitation, the requirement to name the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the Contractor shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.

5. E-Verify. The Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

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6. Boycott of Israel Prohibited. To the extent Title 35 applies to this Agreement, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

7. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.

8. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

9. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement or the Base Agreement will in no way be construed as limiting the scope of the indemnity in this section.

11. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

[SIGNATURES ON THE FOLLOWING PAGE]

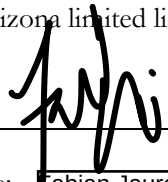
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IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

DocuSigned by:
Andrew Ching
5B8E4040A9944A3...
Andrew Ching, Town Manager

LEVEL 7 TECHNOLOGIES, LLC
an Arizona limited liability company:

By: 

Name: Fabian Jauregui

Title: Director of Operations

ATTEST:

DocuSigned by:
Duncan Miller
FD56FE67A95043D...
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Signed by:
6C9F79CECF0C427...
Andrew J. McGuire, Town Attorney

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

LEVEL 7 TECHNOLOGIES, LLC
CABLING COMMUNICATIONS SYSTEMS

EXHIBIT A
BASE AGREEMENT

See attached: Communications Cabling Systems, Contract No. CTR062460, October 2, 2022.

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	Request for Proposal **Solicitation No. BPM004541** **Communications Cabling Systems**	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

BAFO Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Communications Cabling Systems in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:				
	Date	Signature		
Revised Offers:				
	Date	Signature	Date	Signature
	Date	Signature	Date	Signature
Best and Final Offer:	09/20/22	Avery Aragaki		
	Date	Signature		

Level 7 Technologies (dba Aspen Technologies)	Avery Aragaki
Offeror company name	Signature of person authorized to sign Offer
570 W. Southern Ave.	Avery Aragaki- Executive Account Manager
Address	Printed name and title
Tempe, AZ 85282	Avery Aragaki- Executive Account Manager
City | State | ZIP	Contact name and title
20-3398943	aaragaki@aspentecchaz.net
Federal tax identifier (EIN or SSN)	Contact Email Address / Contact phone number

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

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. § 41−1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; ad
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

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

State's Contract Number is: CTR062460 **Contract Effective Date:** 10/2/2022

John R	9/30/2022	John Red Horse, Sr. Manager - Technology, SPO	
Procurement Officer Signature	Award Date	Procurement Officer Name	Title

Docusign Envelope ID: 5C4AA813-658D-4816-A80F-6C1558F8BC5F

	Request for Proposal **Notice Page**	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

Solicitation Number:	**BPM004541**
Description:	**Communications Cabling Systems**
Solicitation Due Date and Time:	**As indicated in APP**
Pre-Offer Conference:	None
	None

Proposals will only be accepted **online in "The State's e-Procurement System" at https://app.az.gov until the "Bid/Offer Due Date" indicated in "The State's e-Procurement System" for the Solicitation No. shown at the top of this page**. Proposals must be in the State Procurement Office's possession online no later than that deadline.

Submit technical inquiries about navigating and/or submitting proposals in the State's e-Procurement System to the State's e-Procurement System Help Desk by phone at (602) 542-7600, option 2; or by email to app@azdoa.gov

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in "The State's e-Procurement System".

It is the responsibility of the supplier/offeror to routinely check the APP website for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange for the accommodation.

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	Table of Contents **Request for Proposal** **Solicitation No. BPM004541** **Communications Cabling Systems**	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

Notice Page

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	Solicitation Summary **Request for Proposal** **Solicitation No. BPM004541** **Communications Cabling Systems**	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

1. What the State is Soliciting?

The Arizona Department of Administration, State Procurement Office (the State), as authorized under A.R.S. § 41-2501 is seeking to establish one or more "statewide" contracts to provide furnishing, installation, testing and warranty of Data/Voice/Video Communications Cabling Systems (CCS).

The State anticipates awarding contract(s) with the intent to secure service coverage statewide. Whether or not it actually enters into any contracts, how many contracts it enters into, and how the work is awarded between those contracts are all at the State's discretion. Furthermore, the State will use any awarded contracts on an as-needed basis, with no guarantee as to its actual spending under them.

The State reserves the right to accept any item or combination of items specified in the solicitation, unless the Offeror expressly restricts an item or combination of items in its Proposal, and conditions its response on receiving all items for which it provided a proposal. In the event of such restriction, the State will evaluate if an award on such basis will result with the best value and in the best interest for the State. The State may otherwise determine at its sole discretion that such restriction is non-responsive and deem the Offeror ineligible for further evaluation.

2. What is in the Solicitation?

2.1. At the time of publication, the following documents are included in the Solicitation:

2.1.1. Attachment: BPM004541 Solicitation Requirements

2.1.1.1. Notice / Cover Page
2.1.1.2. Table of Contents
2.1.1.3. Solicitation Summary
2.1.1.4. Scope of Work
2.1.1.5. Pricing Document
2.1.1.6. Special Terms and Conditions
2.1.1.7. Uniform Terms and Conditions

2.1.2. BPM004541 Solicitation Instructions

2.1.2.1. Special Instructions to Offerors
2.1.2.2. Uniform Instructions to Offerors

2.1.3. Solicitation Attachments

2.1.3.1. BPM004541 Solicitation Attachment 1 - Offer and Acceptance
2.1.3.2. BPM004541 Solicitation Attachment 2 - Boycott of Israel Disclosure
2.1.3.3. BPM004541 Solicitation Attachment 3 - Confidential Information Designation
2.1.3.4. BPM004541 Solicitation Attachment 4 - Conformance Statements
2.1.3.5. BPM004541 Solicitation Attachment 5 - Key Personnel
2.1.3.6. BPM004541 Solicitation Attachment 6 - Letter of Insurability
2.1.3.7. BPM004541 Solicitation Attachment 8 - Proposed Subcontractors

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2.1.3.8. BPM004541 Solicitation Attachment 9 - Experience and Capacity Questionnaire
2.1.3.9. BPM004541 Solicitation Attachment 10 – References
2.1.3.10. BPM004541 Solicitation Attachment 11 - Method of Approach
2.1.3.11. BPM004541 Solicitation Attachment 12 - Pricing Document

2.2. The State may issue a Solicitation Amendment at any time after solicitation publication, and before the proposal due date. It is the responsibility of the supplier/offeror to routinely check the APP website for any Solicitation Amendments and revised documents.

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1. Purpose and Background

1.1. The purpose of this solicitation is to develop term contract coverage for the furnishing, installation, testing and warranty of Data/Voice/Video Communications cabling Systems (CCS). The actual requirements will be on an as needed and/or as ordered basis by the user agency. This contract does include new construction and is also intended to cover work on existing structures. All work shall be performed in accordance with the specifications included herein.

This document details the minimum services and practices the Contractor shall provide the State as part of their proposal for the installation of all low voltage cabling including voice, data, video, IoT cabling infrastructure. The requirements in this Scope of Work shall be incorporated in any proposal, contract, Blanket Purchase Agreement or task order to perform infrastructure cabling for the Government of the State as well as members of the State Purchasing Cooperative.

1.2. This solicitation replaces the current ADSPO17 Contracts and is intended to provide all statewide buying organizations with options to purchase a similar grouping of communications cabling elements and installed systems. The specifications for this solicitation have been updated to include current industry standards-based materials, components, and installed assemblies.

1. The resulting Contractor(s) from the solicitation shall provide CCS equipment and services to all units of government within Arizona, including cities, counties, school districts, institutions of higher education and other jurisdictions, and to all non-profit entities, known as Buyers, in accordance with the terms of this agreement. Number and incorporate all related terms and conditions, and acceptance by Contractor. The specifications outlined in this solicitation fully conforms to the State Enterprise Architecture (E/A) as defined by Arizona Strategic Enterprise Technology (ASET). These enterprise-wide architecture requirements can be viewed at URL: https://aset.az.gov/policies-standards-and-procedures.

2. Offerors may submit their proposals for either Materials ONLY or for both Labor and Materials as set out in the Pricing Sheet (see BPM004541 Solicitation Attachment 12 - Pricing Document).

2. Scope of Work

2.1. Contract Allowances and Restrictions (These exceptions would also apply to all installers of low voltage cabling for IT, Fire Control, HVAC unless the vendor also holds a high voltage license. All vendors must conform to installing fire block in all wall, core drill sleeve locations, as well as j-hooks to support cabling every 4'-5' per BICSI standards.)

1. This contract shall <u>allow</u> the following:
   - **Anchor 2 post rack in IDF** – Contractor shall confirm whether building is post tension concrete, and the depth thereof.

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- **Installation of fire-rated backboard**
- **Cabling Wall Sleeves –** Light construction. Contractor must be certified and have the required training by the manufacturer of the product. The Arizona Department of Administration - General Services Division ("GSD") may require this be done by an approved General Contractor or Electrical contractor that is certified on the product they are installing.
- **Ground bus bars** - GSD electricians will be required to connect a #6 green ground wire to an approved building ground.

2. This contract **shall not** allow the following:

- **Cabling Wall sleeves (fire walls) -** GSD Electrical vendors must be certified and have the required training by the manufacturer of the product. GSD may require this be done by an approved General Contractor or Electrical contractor that is certified on the product they are installing.

- **Floor core drill** - All Contractors shall sub-contract this out and do not do this themselves as low voltage cable installers.

- **Exterior wall core drill** - All vendors sub-contract this out and do not do this themselves as low voltage cable installers.

- **Roof penetrations** - This work must be done by GSD contractors. A GSD representative is required to be on the walk through, or contacted for walk through. This would be for cabling for Satellite antennas, WAPs, Cell phone repeaters, etc. Cabling vendor will only utilize the new pathway installed by the GSD contractor.

2.2. Codes, Standards and Best Practices

1. All work and materials shall be in full accordance with the latest codes, standards, and best practices. It is the responsibility of the Contractor to have access to them. In the case that any code, standard or best practice has a ratified update or addendum, it shall be incorporated into this scope of work. If multiple codes, standards, and best practices provide different requirements, the strictest requirement shall be followed, as allowed by local code requirements.

2. Standards Referencing. Reference to known standards within these specifications shall mean and intend the latest edition or amendment published prior to date of these specifications, unless specifically specified otherwise, and to such portions of it that relate and apply directly to the material or installation called for on the project.

3. In general, the following codes and standards at a minimum shall be observed, and are incorporated herein by reference:

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2.2.3.1. Codes and Regulations. All work specified herein shall be in direct accordance with all Federal, State, and Local Codes and regulations including (but not limited to):

- Applicable Construction Code;
- FCC 47 CFR 68;
- FCC Docket 88-57;
- City/County codes and regulations;
- State of Arizona codes and regulations;
- National Fire Protection Agency (ANSI/NFPA – 70), National Electrical Code (NEC);
- NFPA 101 – Life Safety Code;
- NEC - Article 250 (Grounding);
- NEC - Article 770 (Optical Fiber Cable);
- NEC - Article 800 (Communications circuits);

4. Standards. All work specified herein shall meet or exceed all requirements set forth in the following standards:

- ANSI C.8.47-1977: Polyolefin Insulated Thermoplastic Jacketed Communication Cables;
- ANSI/TIA/EIA – Measurement of Optical Power Loss of Installed Multimode Fiber Cable Plant;
- ANSI/TIA/EIA -310, Racks, Panels, and Associated Equipment;
- ANSI/TIA/EIA -464, PBX Switching Equipment for Voiceband Applications;
- ANSI/TIA/EIA – 526-7 – Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant;
- ANSI/TIA/EIA - 568-B.1, Commercial Building Telecommunications Cabling Standard Part 1: General Requirements;
- ANSI/TIA/EIA - 568-B.2, Commercial Building Telecommunications Cabling Standard Part 2: Balanced Twisted-Pair Cabling Components;
- ANSI/TIA/EIA - 568-B.2-1, Commercial Building Telecommunications Cabling Standard Part 2: Balanced Twisted Pair Cabling Components, Addendum 1 – Transmission Performance Specifications for 4-pair 100 Category 6 Cabling;
- ANSI/TIA/EIA - 568-B.3, Commercial Building Telecommunications Cabling Standard Part 3: Optical Fiber Cabling Components;
- ANSI/TIA-568.3D: Fiber Testing Standard SM & MM
- ANSI/TIA/EIA – 569, Commercial Building Standard for Telecommunications Pathways and Spaces;
- ANSI/TIA/EIA – 570, Residential Telecommunications Cabling Standard;
- ANSI/TIA/EIA – 606, Administration Standard for Telecommunications Infrastructure of Commercial
- ANSI/TIA/EIA–607, Commercial Building Grounding and Bonding Requirements for Telecommunications;
- ANSI/ TIA/EIA – 758, Customer-Owned Outside Plant Telecommunications Cabling Standard;

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- ANSI/TIA/EIA - 942, Telecommunications Infrastructure Standard for Data Centers;
- STM - Designations and standard testing specifications;
- ASTM – Fire stopping, ASTM E 814 Fire Tests of Through-Penetration Fire Stops;
- BICSI - Telecommunications Distribution Methods Manual (latest edition);
- BICSI - Cabling Installation Manual (latest edition);
- BICSI – Customer-Owned Outside Plant Design Manual (latest edition);
- EIA/TIA-TSB-36: Technical Systems Bulletin, Additional Cable Specifications for Unshielded Twisted Pair Cables;
- EIA/TIA-TSB-40: Technical Systems Bulletin, Additional Transmission Specifications for UTP Connecting Hardware;
- EIA/TIA-TR-67: Latest Draft Revision; and
- EIA RS-354: Standard Colors for Identification and Coding;
- EIA RS-455: Standard Test Procedures for Fiber Optic Communication Cables;
- GITA Guidance Documents: Enterprise Architecture Domain Documents;
- GITA Guidance Documents: Policies, Standards, and Recommended Practices;
- IEEE - 02.31 Carrier sense Multiple Access with Collision Detection (10/1000/1000Base-T Wiring Plant);
- IEEE - 805.5b/D10 Token Ring Access Method (Token Ring Wiring Plant);
- ISO/IEC 11801 (International) Generic Cabling for Customer Premises Standard (including all the latest amendments and applicable addenda);
- NEMA – 250;
- NEMA TC 9-1983: Smooth Wall Coilable Polyethylene Electrical Plastic Conduit;
- NEMA VE 1-1991: Metallic Cable Tray Systems;
- NETA - Standard testing specifications;
- OSHA - Latest edition with all amendments in effect as of the date of this application;
- PN-3012: Fiber Optic Premises Cable Guide (Latest Draft).
- IEC 61300-3-35: Fiber End Face Cleaning Standard
- UL - All materials furnished, for which Underwriters Laboratories, Inc. standards have been established, shall be listed and bear the UL label or the listing label of an equivalent independent test laboratory:
  - UL 94 V-0 Burn Characteristics;
  - UL 444: Standard for Safety, Communications Cables;
  - UL 497: Standard for Safety, Protectors for Communications Circuits;
  - UL 497A: Standard for Safety, Secondary Protectors for Communications Circuits;
  - UL 4978: Standard for Safety, Protectors for Data Communications and Fire Alarm Circuits;
  - UL 969: Standard for Marking and Labeling Systems;
  - UL 1459: Standard for Safety, Telephone Equipment;
  - UL 1863: Standard for Safety, Communications Circuit Accessories;
  - UL 1479 Fire Tests of Through-Penetration Firestops; and
  - UL Building Materials Directory (Through-Penetration Firestops Systems; and Fill, Void or Cavity Materials).

5. Specifications.
   - Specification - Fire Stop;

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- Specificat*i*on - Fiber optic Cabling; and
- Specification - Copper Cabling.

6. Drawings
   - Project Drawing Set; to include as builts with cable run paths and station jack numbering.

1.2.

2.3. SCOPE OF PRODUCTS AND SERVICES

1. General Requirements. This scope of work defines requirements for the Cabling Contractor (hereafter referred to as Contractor) to furnish, fabricate, install, test and a warrant complete, operable data/voice/video communications cabling system (“CCS”).

2. General. The following major CCS elements, implemented per BICSI standards, and adherent to the Arizona Enterprise Architecture, are included in this scope:

   - Complete horizontal data/voice/video wiring closet-to-classroom/office workstation drops (Station Drops);
   - Complete copper risers;
   - Complete fiber optic risers;
   - Wiring Closet Infrastructure;
   - Outside Plant;
   - Determine capability, capacity, and limitations of existing network infrastructure and components
   - Recommend applicable network infrastructure enhancements that improve operational capabilities and efficiency
   - Assist with the definition and assessment of user-level cable and network requirements
   - Provide comprehensive network infrastructure design and support services and create as-built drawings, and geographic information system (“GIS”) attribute data, as need.
   - CCS documentation, as stated here in. Prepare technical design drawings to specifications and provide hard and soft copies. Hard copies will be posted in the IDF/MDFs at the completion of the work.
   - Install, test, and certify cabling and conduit systems associated with classified and unclassified telecommunications and local area networks, i.e., voice, data, video and audio networks
   - Provide, install, and configure support structures and components needed for end-to-end network operations per project specifications in individual task orders—cable trays, equipment racks, cabinets, fire-rated plywood backboards, blocks, patch panels, jacks, outlets, patch cords, labels, tie wraps, d-rings, j-hooks.
   - Install, test, and certify cabling and conduit systems associated with electrical power distribution
   - Provide and maintain configuration files and document network configurations
   - Provide additional related telecommunications networking services and support, and network installation and configuration support
   - Assess, evaluate, and document existing network infrastructure (i.e., telecommunications spaces, cable pathways, grounding, wiring, and components)
   - Recommend enhancements that increase operational efficiency and effectiveness of existing infrastructure

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- Design, provide, install, and configure specialized network infrastructures and components—multi- and single-mode fiber optic cable, video distribution systems, card reader systems, and electrical and power production systems
- Furnish rapid response services and support
- Support simultaneous installation efforts at various geographical facilities
- Provide cable and telecommunications equipment installation services and support in asbestos environments that have been abated.
- Provide and install electrical power or power cords or strips needed to support telecommunications and networking devices
- Support special projects and requirements associated with telecommunications networks
- Maintain site records regarding the installations and provide detailed administration of telecommunications/data documentation—record-keeping, drawings, labeling, schematics—data outlet boxes, connectors, cables, termination hardware, patching and cross-connect facilities, conduits, other pathways, telecommunications/data closets and other spaces
- Obtain all trade permits necessary to accomplish the work
- Provide Network integration support
- Perform site surveys
- Design installation packages using Computer Aided Drafting (CAD) system or equivalent software, including geographic information systems
- Design classified and unclassified network infrastructure
- Provide As-Built/Red line drawings in soft and hard copies.
- Provide and maintain all installation design drawing files
- Install data cabling in accordance with Scope pf Work
- Track installation projects from initial planning stages to conclusion of the project
- Coordinate each phase of the installation
- Provide material necessary to perform any minor construction for required installations
- Perform soldering, welding, sheet metal, carpentry, hydraulic and manual conduit bending, and core- drilling functions as part of installation
- Provide test equipment to be kept on-site. Test all cables installed to certify performance
- Design, install and support Category up to 6 UTP and any fiber optic cable system
- Provide qualified Network Integrators

3. Location of Work: Work is located at:

   - Locations throughout the State of AZ. as specified by the Buying Agency on its Purchase Order; and
   - Location of project meetings shall be at the designated location of the Buying Agency.

4. Specific Tasks. Contractor shall perform the following tasks for each assigned project:

   - Provide project specific submittals as stated here in;
   - Mobilize its resources to initiate .and complete specific portions of the CCS within agreed to time periods;

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- Provide status of all on-going project activity via generating/updating project Gantt chart and attending weekly meetings; and
- Coordination of activities.

5. Compensation. Contractor charges shall be based on the base-offer and unit pricing presented in its Offer.

- Specific Items Not Included. The following items are specifically not included in this solicitation:
- User-level CPE;
- Mobile wireless systems or services; and
- Leased carrier services.

2.4. Coordination

1. Coordination with System Vendors and Contractors. Contractor shall coordinate, as required, with all related system vendors (including the furniture vendor) and associated contractors. Depending upon the specific system vendors' products, the specific CCS issues can vary, therefore Contractor shall fully coordinate with the System Vendors and Contractors to ensure that all proper CCS is provided and installed.

2. Coordination with Campus Fiber Facilities. Contractor shall coordinate, as required, with Owner's Data Communications Representative regarding all fiber facilities, which make up a part of the building data wiring plant.

3. Coordination of Voice and Data Closets. Contractor shall coordinate with all related trades and Owner's Representative to determine exact locations for the voice, video, and data station drop terminations within the Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) closets. In general the voice, video, and data drops specified herein home-run in the following fashion to:
   - Same voice, video, and data (MDF and IDF) closets; and
   - Closets in the same building as the station drop location.

2.5. Project Submittals

1. Shop Drawing Submittal. Contractor shall provide complete shop (installation) drawings and a Bill of Materials (BOM). Shop drawings shall be submitted within 7 days after Notice to Proceed. No site work shall proceed prior to Contractor receiving reviewed Shop Drawings back from Owner.

2. Conflicts in the Specifications/Drawings. Specifications and drawings are complementary. Work items that are required in one shall be binding as if stated in both. In the event that there exist conflicts between the specifications/drawings that are not further delineated during the procurement process, the stricter requirement shall supersede. Contractor shall provide the stricter requirement in all cases as part of its Base-Bid.

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3. Level of Detail. The shop drawings shall provide complete documentation of the proposed work, and as a minimum shall include the following:

   - Legend of all schematic symbols, including all system design and component parameters utilized;
   - Complete system schematic diagrams, including reference designators for all components, cable lengths;
   - Installation details shall indicate equipment locations, cable routing, and all other specific location details, including cable pair allocation that are necessary for installation, testing, and maintenance; and
   - Separate drawings (or layers on VISIO files) shall be prepared for voice, video, and data portions of the work.

4. Scope. Shop drawings and manufacturer's data sheets are required for all major components including:

   - Cabling, riser, and station;
   - Punch-down, cross-connect assemblies, and grounding details in the main distribution frame room (MDF) and intermediate distribution frame rooms (IDF);
   - Patch Panels, IDF; and
   - Station jacks in modular and walled offices

5. As-builts. Contractor shall provide complete as-built drawings prepared in the CSI format or equivalent, BOM, and configuration tables for all Work.

6. Backgrounds. Contractor is responsible for obtaining the building drawing backgrounds (VISIO) from Owner's original drawings and utilizing these backgrounds to generate the as-builts for this project.

7. Preliminary Submittal. Two (2) copies of preliminary CCS as-builts shall be submitted for Owner review and approval. This submittal shall be concurrent with the cutover of the CCS to Owner. This drawing set shall reflect actual CCS as-built configuration, including the following:

   - All deviations from original shop drawings, such as quantity and description of items;
   - Position of all cables and terminations, accurately dimensioned or scaled;
   - Labeling scheme and identification of all labels; and
   - Configuration Tables in compliance with all labeling/inventory/record-keeping requirements of EIA/TIA 606 and UL 969, and the Owner configuration requirements.

8. Final Submittals. Final submittal of all as-built drawings, BOM, and Configuration Tables must be received and approved by Owner before the work is considered to be complete,

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and prior to any final invoice being paid. Final project construction specifics shall be provided on:

- Reproducible drawings;
- Electronic media:
  - Drawings: compact disk, with "ACAD 2000" or VISIO format; Bills of Materials: compact disk, with "EXCEL" compatible spreadsheet format (This BOM shall be utilized to establish the Schedule of Value for payments); and
  - Configuration Tables: compact disk, or memory key with "EXCEL" compatible spreadsheet format

9. As-Built Drawings. One (1) set of reproducible drawings and "VISIO of CCS as-builts shall be submitted, with Owner-directed changes. The VISIO files shall have all "as- built" information, arranged to conform to Owner's CAD layouts, conduit pathways, and feed cable source/destination shall be included.

10. As-Built Bills of Materials and Configuration Tables. Provide final BOM and configuration tables with "MS Excel" compatible spreadsheet format. Configuration Tables shall comply with all labelling/inventory/record-keeping requirements of EIA/TIA 606 and UL 969. Include the following parameters in the spreadsheet; source/destination end points, and end station equipment identifier.

11. Performance Test Data.

    - Fiber Test Data. Contractor shall deliver test data of optical time domain reflect-a-meter (OTDR) measurements taken on all optical fibers, which are longer than 100 meters, per the solicitation;
    - Copper Test Data. Contractor shall deliver test data of all copper CCS element measurements, per the solicitation.

2.6. FIRE-STOP REQUIREMENTS:

1. General. Local code-approved fire-stop means shall be applied at each interface between floors and between all fire-rated spaces.

2. Cable Tray/Ladder Penetrations. Pillow type firestop material shall be used for cable tray/ladder penetrations.

3. Wall and Floor Penetrations. Putty/sleeve type firestop shall be used for wall and floor penetrations.

4. Inspection Requirements. All necessary shop drawings, showing fire-stop means and materials, shall be developed by Contractor as required by site inspection officials.

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2.7. CCS PERFORMANCE CRITERIA

1. Copper Station-Cable. All copper (voice/data/video,IoT) station-cabling shall comply with all physical and functional requirements of their designated EAi/TiA Category Level (e.g., CAT6) and with Cable Specification per the solicitation. Compliance shall be shown in the following parameters:
   - 100% operating pair-count (no non-operational, non-compliant pairs); and
   - Conformity with cable specifications

2. Copper Riser Cable. All copper riser-cable systems shall be in accordance with ANSI/NFPA-70, Article 800

3. Copper Plenum Cable. All cables deployed in plenum spaces shall be in accordance with ANSI/NFPA- 70, Article 800

4. Copper Cross-Connect Wire/Cables. All copper cross-connect wire and cables shall be in accordance with ANSI/NFPA-70, Article800.

2.8. CCS STATION CONNECTIVITY REQUIREMENTS

1. General. All station locations shall be cabled with the specific connectivity as marked on the specific project drawings. All station cables shall home-run to their respective IDF closet. Specific IDF closet locations shall be coordinated between Contractor and Owner. All station connectivity shall be served with separate cables. All stations (unless otherwise identified) shall have the following voice, video, IoT, and data connectivity:

USAGE	PAIRS	TYPE/CAT.	AWG	RJ	COLOR CODE	LABEL
1OT/1OOT/Gigabit - Ethernet	4	UTP/CAT6 or greater	24/28 or current small diameter	45	blue=data	DATA-1 & -2, etc.

2.9. STATION DROP NUMBERING SYSTEM

1. General. All station drops (voice and data) shall be numbered as follows or as directed by the Owner's representative:
   Floor #:
   IDF Locations (North – N, East – E, South – S, West- W) Example: 4S-17F-3 (4th floor South, Jack 17F-3), or 4S-1 (number 1-999) for locations that get reconfigured often, or per cooperative members specification.

2.10. CCS BACKBOARD CABLE PUNCH-DOWN BLOCK COLOR-CODE

1. General. All CCS backboard (MDF & IDF Punch-Block Designator-Color) standard color-codes shall be as follows or as directed by the Owner's representative:
   Blue: Horizontal cables to/from stations, or as designated by specification.

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2.11. CCS STANDARD 4-PAIR PIN-OUT SCHEDULE

1. Data Pin-Out Schedule. All data station jacks shall be wired per the EIA/TIA 568B pin-out standard. All eight (8) conductors of each data cable shall be connected at a separate station RJ-45 (8P8C) jack.
2. All eight (8) conductors of each station cable (IDF/MDF end) shall be terminated into patch panels.

2.12. SAFETY AND PROTECTION

1. General. These criteria are included to help ensure that equipment is constructed such that it is not hazardous to users, installers or repair persons.
2. Audible Noise Emission. Equipment noise emission shall not subject user to sound levels greater than those allowed in Occupational Safety and Health Acts (OSHA) regulation. 1910.95, considering exposure time and place of installation. It is desirable that the noise level of the equipment be limited to 50dBA continuously, or 75dBA intermittently (less than a 10 percent duty cycle), at normal distances as measured on the "A" scale of a standard sound level meter at a slow response. In addition, impulse or impact noise shall not exceed 130 dB peak sound pressure level.

2.13. CCS IMPLEMENTATION

1. General.
   - Contractor shall assure that all voice copper station cables will result in a complete and complementary interface with the existing voice switching system, and have cross-connect capability;
   - Contractor shall assure that all data copper work will result in a complete and compliant EIA/TIA 568 Category-6 station cabling system; and
   - Contractor shall assure that all fiber work will result in a complete and complementary fiber cabling system for associated opto-electronic equipment having a 4 dB power budget.

2.14. Safety Issues.

1. Contractor and Owner shall adhere to all applicable health, safety, and environmental laws, rules, and regulations, including the Occupational Safety and Health Administration (OSHA) Rules and Regulations (hereafter referred to as Safety Regulations);
2. Owner does not contemplate nor include as an undertaking of the Contractor, unless specified in writing, work in any area where a hazardous substance is present. Hazardous substance means any substance regulated by any Safety Regulation and includes, but is not limited to, asbestos in either a friable or non- friable condition. Contractor shall cease all operations in any area where the existence of a hazardous substance is encountered, and shall immediately notify Owner in writing;
3. Contractor shall not re-initiate work in or around identified hazardous substance areas prior to receiving written permission from Owner. All safety issues relating to hazardous substances shall be solely administered between Owner and Contractor; and

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4. It is solely the Contractor's responsibility to assure that all installation personnel are familiar with safety procedures, identification of hazardous substances, and proper operation of related equipment.

2.15. EXECUTION

1. General. All work described in this section shall be performed in direct accordance with all Occupational Safety and Health Administration (OSHA) regulations and local codes/regulations.
2. Cable Routing. All media shall be routed as follows:
   - Vertical Runs. All riser cables shall run parallel to the riser system;
   - Horizontal Runs. All horizontal bundles of cable shall run parallel or perpendicular to the walls, and main trunks routed down aisle ways and not over cubicles, if possible.

2.16. INSPECTION AND COORDINATION

1. Site Conditions. Examine the areas and conditions under which work of this section will be installed. Verify that work of other trades is sufficiently complete and in the proper condition to receive the work of this section. In the event of discrepancies, immediately notify Owner's Representative. Owner will be responsible for:
   - Providing access to workstation jack locations (i.e., moving existing user materials, storage containers, etc.)
   - Powering-down and logging-out existing user devices from their host equipment prior to new station drops being deployed (Contractor shall. physically de-link user devices)
   - Defining specific areas in each MDF/IDF that are available for mounting Contractor supplied items
   - Providing cross-references for specific workstation connectivity to existing Owner host/network equipment (port numbers, etc.).
2. Site Coordination. Coordinate with Owner personnel, manufacturers, and other contractor personnel as required to assure proper and adequate provisions for the Work.
3. Exact Location of Station Drops. Contractor shall verify locations of all station outlets and related connections prior to installation. Owner reserves the right to make reasonable changes in the locations (up to 10'-0") of station outlets. Such changes shall be made at no additional cost to Owner.

2.17. CCS INSTALLATION

1. General. CCS media shall be installed as indicated on reviewed shop-drawings, and as provided for in this specification, with referenced documents.
2. Accessibility. All components and assemblies, etc., shall be installed so as to be readily accessible for the operation, servicing, maintaining, and repairing of related communication system elements. Items installed in unsuitable locations shall be removed and relocated as directed by the Owner, at no change in contract time or amount. All code-

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required clearances shall be maintained with respect to adjacent electrical equipment and housings.

3. Identification of Components. All CCS wiring, interconnect points, cabinets, enclosures, and other apparatus shall be properly and completely identified by means of neatly installed machine-printed identification nameplates. See specification for required color-coding and station numbering schemes.
4. Excess Raceway (Conduit, Etc.) Fill Volume. If situations occur where larger cross-sections of station drop cables are required than the installed raceways will accommodate, then Contractor shall route excess station cable(s) adjacent to existing raceways. Where station cable(s) adjacent to existing raceways cross fire-rated barriers, fire-stop shall be provided at all such fire-rated barriers. Coordinate with the Owner's Representative prior to performing this type of work.
5. Acceptance Spacing. All CCS shall have the following minimum separations (per EIA/TIA 570) from the following types of conductors:

APPLICATION	TYPE OF CONDUCTOR INVOLVED	MINIMUM SEPARATION
Electrical Distribution	Bare (no insulation) power wiring and Service Entrances	5 feet
Electrical Distribution		2inches
Electrical Distribution	Open (no metallic raceway) power wiring, < 300 Vac	1 inch
Electrical Distribution	Power wiring in grounded metallic raceway	1 inch
Radio & TV Signal/Control Wires	Power wiring in grounded metallic conduit Antenna lead and ground wires, without grounded shield	4 inches
	Open high-frequency wiring, not over 300 Vac	1 inch
CATV Cables Telephone Service Drop Signage	Community TV system coaxial cables w/ grounded shield	None
	Aerial or buried	2inches
Lightning System Components		6 inches
	Lightning rods, down conductors, etc	6 feet
60 Hz PowerTransformer	Power wiring in grounded metallic enclosures, < 600 Vac	2 feet

6. Cable Labels and Pathway Markers

2.17.6.1. General Requirements

- Each cable shall be labeled at each end that is terminated in MDF/IDF closet and at the station end of the cable prior to the station jack.
- Labels shall be unique numbers that conform to the CCS labeling system;
- Label construction shall be as specified in Section 5;
- Label information shall be confirmed with Owner prior to labeling of cables; and

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- Handwritten labels are not acceptable

7. Riser and OSP Fiber optic Cabling Labeling
   - Contractor shall label each individual fiber 3-inches from the LC/SC/MPO connector with a Panduit #PMDR-0-9 GMM polyester film marker tape (or functional equivalent) as a "flag" designated in numerical sequence starting with fiber-1;
   - Contractor shall furnish and install an Osburn Associates F04002 1-3/4 inch by 3-inch fiber optic caution flag (or functional equivalent) every 4 feet on any innerduct exposed between entrance and equipment rack;
   - Contractor shall label the front of each fiber distribution center with the label furnished with such housing, using Owner's approved scheme; and
   - Labeling within and on Splice Cases. Contractor shall identify all binder groups utilizing color- coded zip ties and labeling the plant pair count for each binder group utilizing flag markers. Contractor shall furnish and install stamped metal band labels on all OSP and riser cables indicating cable size, gauge, and plant pair count. Contractor shall label splice cases using 2-inch letters with machine-produced black typeface on an orange background.
8. OSP Pathway Markers
   - Provide marker tape in designated duct pathway from property line entrance to MPOP location for Telco Provider service.
   - Provide marker tape in designated duct pathways from each building MDF to MPOP

2.18. COPPER PAIR CABLE INSTALLATION

1. Precautions. Contractor shall practice the following precautions throughout the deployment of this work:
   - Cable installation personnel shall be familiar with safety procedures, equipment operation, and the cable manufacturer's installation requirements such as maximum pulling tensions;
   - Cable shall be pulled with a pulling-eye of the type that is recommended by the cable manufacturer, as required
   - Pull-throughs with offsets shall be riffed with two (2) sheaves, as required
2. Racking. Contractor shall practice the following racking related approaches throughout the deployment of this work:
   - In long pull-throughs racking, slack shall be obtained by the use of bending shoes or equivalent to avoid sheath damage
   - Cable shall be secured in a neat and organized manner with plastic tie-wraps
   - Excess cable in splicing cable vaults shall be neatly coiled for storage prior to splicing

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- After splicing is completed, splice cases shall be properly secured to racks with plastic tie-wraps

3. Pulling Methods. Pulling methods, and all associated equipment required, shall be consistent with the cable manufacturer's recommendations. The following installation related approaches shall be practiced:
   - Cable pulling-lubricant shall be used as required and shall be acceptable to the cable manufacturer and Owner.
   - The manufacturer's pulling tension limitations shall not be exceeded under any circumstances.
4. Splicing. No copper splicing shall be allowed within the CCS.
5. Copper Data Pair Terminations
   - All pairs shall be terminated on 110-type blocks with proper punch-down tools, by methods prescribed for EIA/TIA 568 Category - performance in:
     EIA/TIA 568;
     EIA/TIA TSB-36;
     EIA/TIA TSB-40; and
     EIA/TIA TR-67 Draft, Latest Revision
   - The designated pair count shall be consistent with binding post assignment;
   - Binding post shall be clearly and accurately labeled with assigned pair identity;
   - All cables shall be dressed in a neat and organized manner and secured to the backboard at the terminal locations, without creating "tightly bound or cinched" cable bundles (per TSB-36/40/67);
   - Cable pairs shall be fanned and terminated in a neat and orderly fashion;
   - Only the minimum amount of sheathing required to obtain access for termination of individual pairs shall be removed (less than 0.5 inches per TSB-36/40/67);
   - Extreme care shall be taken to assure that the "native twist rate" is maintained for all station data UTP wiring pairs at their termination points (note actual twist rate, i.e., twists/inch, will vary for each pair within the EIA/TIA Category-6 or greater station cable); and
   - All data station terminations on 110 blocks shall be made via punch-down tools and methods certified to achieve data grade connections.

2.19. FIBER OPTIC CABLE INSTALLATION

1. Fiber optic Cables. All fibers shall be installed in a 1" innerduct that shall be contained within existing raceways. Two (2) additional 1" innerduct shall be installed in each (inter- and intra-building) 4” conduit used. When existing enclosed raceways are not available, plenum-grade fiber optic cabling and plenum- grade innerduct shall be utilized per ANSI/NFPA 70. Optical fibers shall be installed from stations to IDFs to the MDF as indicated on the Project Drawings.

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2. Execution. All work described in this section shall be performed in direct accordance with all Occupational Safety and Health Administration ("OSHA") regulations and local codes/regulations.

3. Routing. Contractor shall route all OSP and riser fiber optic cables to the equipment racks, through the specified wire management elements. All fiber optic cable directional changes shall have a gradual sweep to maintain proper bend radii.

4. Bundling and securing. All fiber optic cables shall be uniformly bundled and secured such cables every nine inches. Contractor shall bundle data, video, IoT, and voice cables independently of each other. Contractor shall furnish and install all requirements for cable dressing.

5. Physical Support and Cable Management. Contractor shall provide physical support and cable management means for all fiber runs and termination points. Particular care shall be exercised to assure that all fiber cables are adequately supported between floors and from floor-sleeves to adjacent patch- panel racks. In all cases the innerduct shall be physically attached to the rack, cabinet, or other physical entity at each end of run of innerduct. Cable ladder should be attached to the backboard in the IDF for vertical runs to secure cable or fiber.

6. Precautions

    - Cable installation personnel shall be familiar with safety procedures, equipment operation, and the cable manufacturer's installation;
    - The specific amount of sheathing recommended by the manufacturer for termination of individual pairs shall be removed;
    - Cable shall be continuous in length throughout the entire project except for predesignated splice points;
    - Cable shall be pulled with a pulling-eye type that is recommended by the cable manufacturer;
    - Contractor shall assure that innerducts are restrained in the appropriate pulling configuration with light- duty ties, and longitudinal restraints shall be provided in both directions to prevent migration of the innerducts;
    - Pull-throughs with severe offsets shall be rigged with two (2) sheaves; and
    - Optical fibers shall be supported periodically along their length (per manufacturer's recommendations) during the installation of long vertical runs.

7. Racking. All racking components and equipment required shall be supplied by the Contractor. The following racking elements shall be adhered to:

    - Since there is a substantial risk of damage to the optical fibers by careless handling during racking, much care must be exercised in this procedure, especially with regard to observing the minimum bending-radius limit;

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- Slack for racking shall be pulled by hand. Where necessary, intermediate assistance from the adjacent pull-station shall be provided;
- Cables shall be secured to the proper rack position with plastic cable ties; or Velcro
- Excess cable in splicing-cable boxes shall be neatly coiled for storage;
- Non-terminated cable ends shall be properly sealed to prevent ingress of moisture;
- After splicing is completed, cable coils shall be racked in a safe location; and
- Identification/warning tags shall be securely attached to the cables in a minimum of two (2) locations in each cable box.

8. Cable Preparation. Cable ends shall be prepared in accordance with the manufacturer's recommended methods prior to being pulled into place.

9. Installation

- Pulling methods and all associated equipment required shall be consistent with the cable manufacturer's recommendations and must be approved by Owner prior to the start of the installation operation;
- Cable pulling-lubricant shall be used as required and must be acceptable to the cable manufacturer and Owner;
- Manual intermediate assist may be required on some pulls. The maximum benefit can be obtained when this assistance is applied near the feed-end of the cable, including pushing the cable at the feed point. When pushing the cable, only modest forces may be applied to avoid buckling the cable;
- The pulling eye/sheath termination hardware on the fiber optic cable shall not be pulled over any sheaves;
- When power equipment is used to install the cable, low speeds shall be used, not to exceed 30 meters per minute, with gradual hand-assisted starting. It is desirable to pull entire lengths non-stop; and
- The manufacturer's minimum bending radius and pulling tension limitations shall not be exceeded under any circumstances.

10. Optical-Fiber Splices. Mechanical splices ARE NOT acceptable; fusion splices ARE the ONLY acceptable method of Fiber Splicing:

- The average splice loss of each fiber shall be 0.2 db or less;
- Documentation shall be generated to indicate the splice loss of each splice; and
- Each individual splice shall be secured and protected in a splice organizer, in a neat and organized manner, subject to Owner approval.

11. Optical-Fiber Terminations

- The average splice loss of each fiber shall be 0.2 db or less;
- Documentation shall be generated to indicate the termination loss of each termination;

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- Patch panels shall be installed at all termination locations to provide functional interface with the multiplexing equipment and as approved by Owner;
- The optical fiber cables shall be terminated in patch panels; and
- The installation of patch panels, mounting of hardware, and the methods employed in doing so, shall be consistent with the recommendations of the manufacturer.

12. Fiber Optic Cable Slack Storage. Contractor shall coil the following minimum lengths of fiber optic cable at each termination point:

- 20-feet in all MDF/IDF fiber optic patch panels; and
- 30-feet coiled in all OSP hand holes, manholes, and cabinets.

2.20. TEST, QUALITY ASSURANCE, AND ACCEPTANCE

1. General. This section defines the provisions for performance testing the copper and fiber optic CCS. These testing provisions shall assure compliance to this document of the completed CCS installation.
2. On-Site Inspection of Work. Owner reserves the right to have its representative make on-site inspections of all work to verify compliance with performance requirements.
3. Performance Testing. Contractor shall provide the necessary personnel and test equipment to test and document the CCS materials and installation quality.

2.21. ALL FIBER OPTIC CABLE ACCEPTANCE TESTING

1. Fiber optic cables less than 25 meters. Power meter testing shall be performed on 100% of the fibers of each cable (less than 100 meters in length) installed by Contactor. Contractor shall perform the following measurement attenuation tests using the Insertion Method. Contractor must first determine a reference measurement to determine the injection power level of the stabilized source. Contractor shall connect the source directly to the optical power level meter using the reference cable and connection. The reference level shall be checked and documented periodically in dB transferred to the remote end by a member of the test crew. The received level at this point will be measured. The measured attenuation shall be obtained by subtracting the reference level from the receive level. Owner may request OTDR testing only in place of Power Meter testing.

2. Power Meter Test Results. Contractor shall furnish attenuation assessments on each fiber less than 100 meters in each cable in both directions, with the following information:

- Date of test;
- Name of test personnel;
- Fiber cable type and part number;
- Cable number;
- Fiber number;
- TX wavelength;
- TX location;

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- RX location;
- TX model number and serial number;
- RX model number and serial number;
- Attenuation dB or dBm; and
- Calibration date of all test equipment used must be on report. All test equipment must have a current calibration.

3. Fiber optic cables greater than 100 meters. Contractor shall test (in one direction) each fiber strand in each cable (installed by Contractor), utilizing an OTDR for both distance (in meters) and attenuation (dB/km) at 850 nm and 1300 nm. A launch and tail fiber test cord should be utilized when testing in one direction. The owner may request Bi-directional testing in place of testing only in one direction. The OTDR scope scale shall be such that anomalies of the magnitude of 0.2 dB are readily apparent on the trace. The refractive index will be set and verified in writing as follows:

    - Refractive index 1.4776 at 850 nm
    - Refractive index 1.4719 at 1300 nm

4. OTDR Test Results. Contractor shall furnish "tracer recordings" on each fiber strand greater than 100 meters in each and cable in both directions, with the following information:

    - Date of test;
    - Name of test personnel;
    - Test wavelength;
    - Pulse duration(s) and scale range(s);
    - Index of refraction;
    - Fiber cable type and part number;
    - Cable Number;
    - Fiber number;
    - Fiber tube and/or fiber strand number;
    - Direction of test;
    - Overall distance in meters; and
    - Attenuation in dB or dBm
    - Calibration date of all test equipment used must be on report.

    All test equipment shall have a certificate of calibration from its manufacturer (or certified test laboratory).

5. Post Installation Tests. Contractor shall perform the following tests after placement of all inside and outside plant cable.

6. Fiber Segment OTDR Distance and Attenuation Assessments. Contractor shall test each and every fiber strand utilizing an OTDR for both distance (in meters) and attenuation

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(dB/km), prior to splicing. Contractor shall furnish Owner with "tracer recordings" of such tests.

7. Link Loss Calculations. Contractor shall use the length measurements to calculate the loss value for each span or segment, using the pre-installation or factory acceptance test measurement for dB/km.

Example:

Segment Distance = 500 m
Attenuation / unit length = 3.0 dB/km
Calculation = 500 m x 0.0030 dB/m = 1.5 dB
Splice Loss = 0.2 dB/ splice x 2 splices Connector Loss = 0.4 dB
Connector Loss = 0.4 dB/ mate x 2 connectors = 0.8 dB
Segment Link Loss = 2.7 dB

8. Loss Factors. Contractor shall factor in splice loss (0.2 dB) and mated pair loss (0.4 dB) in determining like loss value and shall reflect each individual loss value in the link loss documentation.

9. Final Acceptance test. All installed fibers in all installed links shall be tested at 850 nm and 1300 nm for power attenuation (dB/km), using a stabilized light source and OTDR. These tests shall be performed in compliance with Fotec-Fiber Optic System Testing Guide, Single Cable Testing (one way loss). There shall be a jumper added, where applicable, at each end of the link-under-test in order that the end connectors may be validated. Test results shall be reported in terms of "dB-loss" from the transmitting point, through all the patch panel connectors, where applicable, to the receiving end of the link-under-test. 100% of all fibers in each fiber optic link shall be within test specifications.

10. Unsatisfactory Test Results. If any segment of cable is found to have unsatisfactory test results, that specific cable link shall be replaced with a new link of cable. The replacement cable link shall be tested to demonstrate acceptability.

11. Owner may request in their Statement of Work both Power Meter testing & OTDR per their specification.

2.22. ALL TWISTED PAIR COPPER CCS TESTING

1. Category 6 or greater Cabling System Acceptance Tests. In no event shall the Contractor test by tone. After the cabling is fully installed, Contractor shall perform end-to-end tests (via methods appropriate to the cabling installation) that:

   - Demonstrate complete electrical continuity (no opens);

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- Demonstrate that no improper grounds or shorts exist within the copper cable plant;
- Demonstrate proper termination (e.g., no reversed-pairs, no split-pairs, crossed pairs, transposed groups, etc.) and proper labeling to the satisfaction of Owner's Representative; and
- Establish complete operational integrity for an EIA/TIA Category CCS. These tests shall include specific measurements of all factors that are required for certification of cable plant to the Category level of performance.
- Printouts of the test results for all pairs are required for each data cable drop. Acceptable printed output is as generated by the Calibrated Fluke data tester, or equivalent;
- All test results for all pairs of all drops shall be within all parameters specified for Category station drops; and
- Test results shall be provided in both printed form (hard copy) and in soft copy; All reports shall include calibration date of test equipment used

2. Unsatisfactory Test Results. If any segment of cable is found to have unsatisfactory test results, that specific cable link shall be replaced with a new link. The new cable link shall be tested to demonstrate acceptability to EIA/TIA Category requirements. Test results performed by test equipment that is out of calibration will require all cabling to be retested with a calibrated tester.

2.23. PHYSICAL SUPPORT AND CABLE MANAGEMENT

1. General. Contractor shall:

   - Use cable tray for physical support where available;
   - Provide physical support and cable management means for all copper and fiber runs (vertical and horizontal), where not provided by others; and
   - All burrs and sharp edges shall be removed from those portions of the physical support and cable management components that might come into contract with cable.

2. Minimum Bend Radius. No individual cable shall be positioned with an unloaded bend radius of less than 10 times its diameter OR a loaded bend radius of 20 times its diameter:

   - At power pole inlets;
   - Within modular furniture raceways; and
   - Transitions from cable trays and equipment rack(s)

3. Vertical Supports

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- Between floors per NEC requirements; and
- At 8’ intervals maximum

4. Horizontal Supports

- MPOP/MDF/IDF to stations via cable hangers, J-hooks, etc. mounted to building structural members; and
- At 4'-5’ intervals maximum

5. Within Telecommunications Closets

- Within MPOP/MDF/IDF via cable tray/ladder, per Fig 17930-1; and
- Between cable tray and equipment rack(s), without stress points, per current TSB - at time of installation

6. Equipment Racks

- General. Each equipment rack must include the furnishing and installation of both horizontal and vertical wire-management systems; unless horizontal wire management is removed to utilize 8” patch cords in a patch panel, switch patch panel rack layout.
- Vertically, on each equipment rack/backboard. Each rack must have minimum of 1 vertical cable management trough, (see section 2 for manufacturers) with the specified height for floor standing racks to accommodate the routing and organization of patch cords and cables between patch panels and network hub equipment. Vertical cable management trough shall extend from the floor to the top of the rack; and
- Horizontally, on each equipment rack/backboard, at maximum intervals of 48 patch-panel ports. Horizontal wire management should be installed above and below every patch panel and every switch, unless horizontal wire management is removed to utilize 8” patch cords in a patch panel, switch patch panel rack layout.
.

2.24. CABLE TRAY/LADDER/J-HOOK INSTALLATION

1. General. Where drawings require, cable tray/ladder shall be installed for the purpose of supporting and containing all media cables. Where possible all cable tray/ladders shall be installed at one elevation, and shall allow for easy addition and/or removal of cables.

2. Components. Only standard prefabricated elbows, reducers, crossovers, tees, and elevation change tray sections shall be utilized to construct a continuous cable tray/ladder assembly. Acceptable support members include threaded rods, trapeze, and cantilever brackets

3. Code Compliance. All cable trays/ladders shall be installed per ANSI/IEEE 70 (National Electric Code), as amended by the local jurisdiction.

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4. Grounding. All cable tray/ladders shall be grounded to the nearest building steel and/or continuous cold water pipe.
5. Bonding. All cable tray/ladder segments shall be bonded to each adjacent section of cable tray/ladder with #6 green ground wire.
6. Supports. All cable tray/ladder assemblies shall be supported from only "local structural elements" and shall be supported at 8' intervals, maximum.
7. J-Hooks. All cables shall be supported from the point that they exit the cable tray/ladder system until they penetrate into the vertical raceways (e.g., wall-mounted conduits, etc.) with a combination of threaded rod and J-hook style hangers, installed 4 to 5 feet apart. Contractor shall furnish and install J-hook supports where required.

2.25. MDF/IDF BACKBOARD AND RACK ORGANIZATION

1. Equipment Rack, Top to Bottom Sequence
2. Vertical fiber terminations;
3. Copper station cable terminations (patch panels);
4. Networking equipment;
5. Internet working equipment; and
6. Uninterruptible power system
7. Splice Cases. Contractor shall install transition splice cases and lateral/riser cable splice cases for all indoor entrance splices. Contractor shall locate splice cases to minimize their impact on the available backboard space and to accommodate protector swivel stubs. Contractor shall perform straight splices. Contractor shall secure all cables in the splice case(s) and the end plates in accordance with manufacturer's specifications.
8. Electrical Power. Electrical power branch circuits contained within grounded metal conduit are the only acceptable form of electrical power conductors, which can be attached to the backboards or equipment racks.
9. Backboards must be fire-rated and, if painted, at least one fire-rated stamp must be left visible.

2.26. WALL & FLOOR PENETRATIONS, SLEEVES AND CONDUITS

1. Code Compliance. All wall and floor penetrations shall be installed per ANSI/IEEE 70 (National Electric Code}, as amended by the local jurisdiction.

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2. Non-Rated Walls and floors. Wherever station cables must penetrate a wall, Contractor shall core a 4-inch hole and fit an EMT conduit sleeve in the opening. The conduit sleeve shall extend a minimum of 5-inches on both sides of the wall. Conduit sleeve shall be fit with a plastic bushing on each end to minimize damage to the cable during the installation process.
3. Rated Walls and floors. Contractor shall fire stop all sleeves and conduits per specification.
4. Grounding. All cable trays/ladders shall be grounded to the nearest building steel or electrical panel to meet all city or State building codes.

2.27. FIRESTOPPING

1. General

1.1 Work Included

- Installation of fire stopping materials at openings and voids in, or at, periphery of fire-rated construction; and
- All poke-throughs and flooring core-drilled holes

1.2 Quality Assurance

- Materials shall meet and be acceptable for use by all three model-building codes: Basic Building Code, Uniform Building Code, Standard Building Code, and applicable local codes; and
- Materials shall meet the requirements of NFPA 101---LIFE Safety Code, and NFPA 70--- National Electric Code.

2.28. PRODUCTS

1. Acceptable Manufacturers: 3M Contractor Products Or equal
2. Fire stopping Materials
3. Fire stopping materials shall constitute one or more of the following products:
4. (3M Brand) Caulk CP-25 N/S No Sag;
5. (3M Brand) Caulk CP-25 S/L Self Leveling;
6. (3M Brand) Warp/Strip FS-195;
7. (3M Brand) Composite Sheet CS-195;

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8. (3M Brand) Penetrating Sealing Systems 7900 Series; and
9. Or equal
10. Fire stopping materials shall be asbestos-free and capable of maintaining an effective barrier against flame, smoke, and gases in compliance with the requirements of ASTM E 814, and UL 1479;
11. Materials shall be suitable for the fire stopping of penetrations made by steel, glass, plastic, and insulated pipe;
12. On insulated pipe, the fire-rating classification must not require removal of the insulation; and
13. The rating of the firestops shall be two (2) hours, but in no case less than the rating of the time-rated floor or wall assembly.

2.29. SUMMARY OF WORK

1. GENERALPROJECTREQUIREMENTS
2. Work Included. Work under the Base Bid of the Contract shall include all Building Wiring system (CCS) work requested by AZ State government entities.
3. Work Specifically Not Included. All work associated with the removal of asbestos from all facilities is specifically not included in the scope of this Work. If asbestos is identified at any given site where Work is to be performed, the Owner will contract separately for the complete removal of such asbestos from that site. Owner would in that case coordinate the activities of both the Contractor and Asbestos Removal Contractor.
4. Safety Issues. Contractor and Owner shall adhere to all applicable health, safety, and environmental laws, rules and regulations, including the Occupational Safety and Health Administration (OSHA) Rules and Regulations (hereafter referred to as Safety Regulations). Owner does not contemplate nor include as an undertaking of Contractor, unless specified in writing, work in any area where a hazardous substance is present. Hazardous substance means any substance regulated by and Safety Regulations and includes, but is not limited to, asbestos in either a friable or non-friable condition. Contractor shall cease all operations in any area where the existence of a hazardous substance is encountered and shall immediately notify the Owner in writing. Contractor shall not re- initiate work in or around identified hazardous substance areas prior to written permission from the Owner. All safety issues relating to hazardous substances shall be solely administered between the Owner and Contractor. It is solely the Contractor's responsibility to assure that all installation personnel are familiar with safety procedures, identification of hazardous substances, and proper operation of related equipment.

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5.

2.30. DISPOSITION OF UTILITIES

1. Utilities Rules and Regulations. Observe rules and regulations governing the respective utilities in executing all work under this heading.
2. Protection of Active Utilities. Adequately protect active utilities from damage, and remove or relocate only as indicated or specified
3. Change Order:
4. Change Order Procedure. The normal procedure for altering a contract is by change order executed before the work covered by it is done. This change order shall be prepared by Contractor as follows:
5. Request for Change Order Cost Estimate. Owner may request an estimate from the Contractor for adding to or subtracting from the contract an amount for certain alterations to the project.
6. Preparation of Change Order. Contractor shall prepare the change order, itemizing all changes. This shall include a cost breakdown of each item. Change orders shall be supplemented with necessary detailed drawings to fully describe all changes. The Owner's Representative will review and sign all copies of the change order, prior to submitting to the Owner. Six (6) copies of change order shall be submitted.
7. Routing. Owner's Representative shall then forward all copies to Owner, for review and signature and make proper distribution thereof.
8. Authorization. Signature of Owner will be authorization for Contractor to proceed with the changes listed on the change order. Prior to the Owner's signature, no additional work shall be started.
9. Distribution. Distribution of Change Orders:

Owner's Representative	2 Copies
Contractor	1 Copy

2.31. FIELD ORDERS:

1. General. Where at all possible, the aforementioned change order method should be used to alter contracts. There will be occasion, however, when insistence on this procedure would necessitate stopping the work on the job, and it is for this contingency that the limited and controlled use of field orders is provided.

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2. No Verbal Commitments. All field orders will be in writing and will be issued before any work covered thereby is executed. No verbal instructions committing Owner to additional cost may be given by anyone.

3. Temporary Pricing. All field orders will state a price, even if it must be an "upset" price subject to later adjustment, which the field orders should so state. Contractor's copy will show this price, and its acceptance of it will be deemed as its acceptance as an "upset" price.

4. Signature Requirements. The field orders will bear the signature of Owner, Owner's Representative, and Contractor.

5. Distribution. Distribution of Field Orders:

6. Owner's Representative 2Copy Contractor 1Copy

7.

2.32. MEETINGS

1. General. During the course of the project construction period, the Contractor shall provide personnel for weekly schedule and coordination meetings. These meetings shall be held at the job-site.

2.

2.33. CONSTRUCTION SCHEDULE:

1. General. Contractor shall, within fourteen (14) calendar days after Owner's notice to Contractor of award and contact, submit for approval a construction schedule, as specified below, to demonstrate Contractor's plan for fulfilling all of the contract requirements in a written outline form.

2. Scope. Information in this schedule shall represent all activities including submittals and procurement necessary to complete this contract.

3. Basis for Progress Payments. Contractor shall assign the cost of work (a sum including allocation for materials, labor, equipment, overhead and profit) to each activity and this cost will be the basis for progress payments.

4. Format. Submit specific narrative statements relating to control and expediting of submittals, fabrication and delivery of specific materials and equipment, and to supplement progress reports and successive revisions of the project schedule. Include a detailed explanation where possible of known, or suspected, operation by others which must be completed or of conditions which must be met or changed prior to specific activity starting or being completed.

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5. Minimum Content. The following information shall be provided in the schedule for each of the activities:
6. Activity description;
7. Location designation;
8. Start and finish dates; and
9. Cost and Labor-Hour allocations
10. Coordination. Contractor shall cooperate with the Owner's Representative and other contractors in achieving a master schedule for the entire project.
11.

2.34. OBSERVATION REPORTS:

1. General. During the course of the project, Owner will forward observation reports to Contractor, who shall take appropriate action.

2.35. PROJECT CLOSEOUT

1. SCOPE:
2. Final closeout procedures;
3. Final cleaning;
4. Final post install inspection of Work with Owner;
5. Project record documents;
6. Warranties;
7. Spare parts and maintenance materials;
8. Configuration table;
9. As-Built (Hard copy for IDF 24” x 18” or 24” x 24”);
10. As-Built with cable paths and jack locations; and
11. Passing test results. Test results must have calibration information, equipment manufacturer, model and be a certified report.
12. GENERAL
13. Close-Out Requirements. All requirements and procedures for submittal of pertinent data relating to closing out the project upon completion of the project work.

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14.

2.36. FINAL PAYMENT:

1. Prerequisite for Final Payment. Receipt and approval of all items specified in this section is a prerequisite for final payment.

2.37. FINAL CLOSEOUT PROCEDURES:

1. Contractor Certification. Contractor shall submit written certification that the work has been completed in accordance with Project Documents, punch list items have been resolved, Contractor has inspected the work, and the Project is ready for Owner's final inspection.
2. Contractor Submittal Requirements. Contractor shall submit the following items at that time:
3. Warranties;
4. Record Documents (As-builts, configuration table, test results); and
5. Owner signed list, showing receipt of Spare Parts and Maintenance Materials and Agreements 5.37FINAL CLEANING:
6. 5.37.1 General. Perform final cleaning prior to final inspection.

2.38. POST INSTALLTION INSPECTION WITH OWNER:

1. General. Before acceptance and final payment, at a time arrived at with Owner, a post installation inspection complete checkout and test shall be made of all installed devices, etc., with Owner. For this purpose, each trade concerned shall provide a skilled technician for a period of at least one day. All final documentation and test results must be received prior to final payment.

2.39. PROJECT RECORD DOCUMENTS:

1. Site Record Document Set. Maintain on site, one set of the following Record Documents; and record actual revisions to the Work:
2. Contract Drawings;
3. Change Orders and other Modifications to the Contract; and
4. Reviewed shop drawings, product data, and samples
5. Final Record Drawings. Prepare final Record Drawings including Shop Drawings, and legibly mark each item to record actual construction.

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6. Submittal. Submit documents to Owner with final Application for Payment.

7. The final 24” x 24” or greater As-built with cable path running lines and station jack numbers must be posted in the MDF/IDFs.

2.40. WARRANTIES:

1. General. Provide copies of all warranties. Execute and assemble warranty documents from Subcontractors, suppliers, and manufacturers.

2. Submittal. Submit at time of final inspection.

3. Delayed Work. For items of Work delayed beyond date of Substantial Completion, provide updated warranty submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.

2.41. SPARE PARTS AND MAINTENANCE MATERIALS:

1. General. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.

2. List. Prepare an itemized list containing items required in individual specification sections.

3. Submittal. Deliver items to Owner, have list signed by Owner's Representative and forward signed-list to Owner.

2.42. CLEAN-UP

1. General. This section describes labor, materials, equipment, and services necessary to perform the clean-up of the building and site as specified or indicated. Remove all temporary facilities, scaffolding, etc. Clean all areas of debris and remove them from site.

2.43. CLEANING AND REPAIRS

1. General. The work of each section shall include removing all tools, scaffolding, surplus materials, temporary walks, debris and rubbish from the project promptly upon completion of that portion of work.

2. Scope. All exposed surfaces shall be thoroughly cleaned.

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3. Above Ceilings. All construction debris (e.g., wire clippings, connectors, packaging, etc.) shall be removed from the cavities above dropped ceilings.

4. Workstations and Offices. All construction debris (e.g., ceiling tile debris, drill shavings, wire clippings, connectors, packaging, etc.) shall be removed from all office, workstation and closet areas.

5. Contractor Responsibility. Contractor shall be responsible for leaving the area of operations completely clean and free of the above items in a manner suitable to Owner.

6. Frequency of Clean-Up. Clean up daily all refuse, rubbish, scrap materials and debris caused by operations, to the end that at all times the site of work shall present a neat, orderly and professional appearance.

7. Means of Disposal. Provide for the disposal of all waste products, trash, debris, etc., and make all necessary arrangements for such disposal.

8. Removal of Surplus Materials. Remove all surplus materials, temporary structures, and debris of every nature resulting from operations, and put the site in a neat, orderly condition. Owner shall have the first right-of-refusal for all major equipment and materials removed from the site.

2.44. SUPPORT OF GREEN BUILDINGS (GOING GREEN)

1. In order to have the most efficient cooling, cabling must be properly designed, remediated and routed to allow the air to flow in an unobstructed manner. TIA-942 and other complimentary standards around the globe suggest that horizontal and vertical cabling be run accommodating growth so that these areas do not need to.be revisited. There are several reasons for this requirement, including:

2. Eliminating the adverse effects of removing floor tiles and decreasing static pressure under raised floors during MAC work.

3. Assuring that pathways are run in a manner that will allow the flow of cold air in cold aisles to be unobstructed by cabling; and a potential benefit to cooling as the cabling can be installed to provide a baffle of sorts, channeling cool air into cold aisles.

4. In support of the (GOING GREEN) initiative, The State is requesting that contractors include in their response provisions for the removal of abandoned cabling. The Owner shall provide a 4’ x 4’ Gaylord box (or equivalent) from State surplus for any removed abandoned cabling. The removal of the Gaylord box should be scheduled with State surplus.

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2.45. BLUE STAKE SERVICES

1. Blue Staking is the act of marking underground facilities such as electric, telephone, cable or other underground facilities so that these networks are not damaged during excavation, trenching or digging activities. It is a state law that all underground facilities must be marked prior to excavation, trenching or other digging. The law is sometimes referred to as the Underground Facilities Law or, simply, the Blue Stake Law. (ARS Chapter 2, Article 6.3, Sections 40-360.21 through 40-360.32.) Suggestion- maybe we need to add if there is any underground work that is being down, the Owner needs to contact companies that are on the State of Arizona Bluestake contract to have marking completed prior to any excavation, trenching or digging activities.

2.46. IN BUILDING CABLING AND INTER-BUILING PRODUCTS

1. LIST OF PRODUCTS AND ANY REQUIREMENTS ASSOCIATED WITH SAID PRODUCTS

    2.46.1.1. Cabling

    2.46.1.2. Fiber

    2.46.1.3. Patch Cords

    2.46.1.4. etc

2. MINIMUM PRODUCT REQUIREMENTS, WARRANTY,CERTIFICATIONS AND STANDARDS

    All proposed products and services shall be certified as meeting the following standards and testing procedures, as applicable:

    2.46.2.1. ADA; ANSI; ASTM; BIFMA; etc.

    2.46.2.2. Other certifications and standards, as applicable.

3. RESPONDING TO A CUSTOMERS QUOTE REQUEST

    2.46.3.1. Site Surveys are required, at no charge, when a customer requests a quote be provided. When the quote is provided to the customer it shall include at a minimum the following:

- Scope of Work.
- Materials.
- Labor.
- Time Line.

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- Tax is paid by the Contractor and should be included in the material cost. Per Department of Revenue Prime Contracting Tax law, there is no tax line item permitted on the quote.
- Warranty.

4. INSTALLATION REQUIREMENTS

The Customers require the following detail be provided once a Contractor has been selected to perform an Installation:

2.46.4.1. Installation Plan.

- Scope of Work.
- Key Personnel.
- Responsibilities.
- Time Line:
- Installation Cost.
- Support.
- Post installation inspection
- Final Acceptance.

5. Key Assumptions

- Installer will be manufacturer certified to install and terminate cable.
- Contractor has all necessary tools to accomplish service requests.
- Contractor understands and agrees to late night and/or overnight working hours if needed.

6. Warranties

Every installation shall provide a 25-year warranty on any installed cabling solutions by the product manufacturers. The extended warranty shall include, but is not limited to, product, performance, and application guarantees.

7. COORDINATION

2.46.7.1. Coordination with System Vendors and Contractors. Contractor shall coordinate, as required, with all related system vendors (including the furniture vendor) and associated contractors. Depending upon the specific system vendors' products, the specific CCS issues can vary, therefore Contractor shall fully coordinate with the System Vendors and Contractors to ensure that all proper CCS is provided and installed.

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2.46.7.2. Coordination with Telco System. Contractor shall coordinate, as required, with Owner's Telecommunications Representative and related facilities that make up a part of the building voice plant. All voice cables shall be labeled per instructions from the Owner's Telecommunications Representative. All cross-connects shall be coordinated with the Owner's Telecommunications Representative.

2.46.7.3. Coordination with Campus Fiber Facilities. Contractor shall coordinate, as required, with Owner's Data Communications Representative regarding all fiber facilities, which make up a part of the building data wiring plant.

2.46.7.4. Coordination of Voice and Data Closets. Contractor shall coordinate with all related trades and Owner's Representative to determine exact locations for the voice and data station drop terminations within the Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) closets. In general the voice and data drops specified herein home-run in the following fashion to:

- Same voice and data (MDF and IDF) closets; and
- Closets in the same building as the station drop location

Exhibit 1 of Scope of Work: Specifications

FIBER AND COPPER
COMMUNICATIONS CABLING ELEMENT

A. CCS PRODUCTS GENERAL

All products shall meet all Standards Code, and Regulation requirements set forth in this specification. All products shall comply with the labeling requirements of EIA/TIA 606 and UL 969

B. RACEWAYS

All raceways and sleeves, except as noted herein, shall be provided by Electrical Contractor per ANSI/IEEE 70 (National Electric Code) as shown on the project Drawings. Contractor shall coordinate with Electrical Contractor.

TABLE 1-1, RACEWAYS

Raceway Location	Raceway Description	Primary Use Cable Type

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Building –to-building	4” EMT	Voice, Copper
		Data, Copper
		Data, Fiber
		Video
Lateral-Tie Cables (within a building)	Cable Tray and J-Hooks	Voice, Copper
		Data, Copper
		Data, Fiber
		Video
Riser Cables	4” EMT Sleeves	Voice, Copper
		Data, Copper
		Data, Fiber
		Video
Station Cables	J-Hooks + Mud Rings	GYP. Board Walls
	J-Hooks + Modular Raceways	Modular Walls
Wiring Closet Wall Sleeves/Tray	1-Hour rates assembly	Fire-Rated Walls
	Non-Rated 4” EMT sleeves	Non-Fire-Rated Walls

C. CABLING

Cables. All copper cables shall be per Copper Cable Specifications (as applicable), and the Project Drawings. All voice and data station cable shall bear the UL certification for its respective EIA/TIA Category. All station connectivity shall be provided in separate cables for each type of connectivity required. The following Table shall be utilized by the Buying Agency to define the cabling counts for each specific Purchase Order ("TBD's should be replaced with the specific quantities as required for each Purchase Order).

TABLE 1-2, CABLES

Raceway Location	Primary Use (Cable Type)	Cable Pair Count
Building –to-building	Voice, Copper	N/A
	Data, Copper	
	Data, Fiber	
	Video	
Lateral-Tie Cables (within a building)	Voice, Copper	MDF to each IDF on different floor
	Data, Copper	
	Data, Fiber	
	Video	A/R

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Riser Cables, Riser Related	Data, Copper	MDF to each IDF on different floor
	Data, Fiber	
	Video	1-Coax, DF to each IDF on different floor
Station Cables, Plenum Rated		
	Data or voice	Category workstation cables per station drop
	Modular Walls	
	Non-Fire-Rated Walls	

D. VOICE TERMINATION HARDWARE

1. General Termination Requirements

1.1 Complete 11O punch-down assemblies (66 punch-down assemblies if applicable), include designation strip kit (AT&T 110). Colors (GREEN, BLUE) shall be per this specification section; If applicable, complete 66 punch-down assemblies, include designation strip kit {AT&T 66). Colors (GREEN, BLUE) shall be per this specification section;

1.2 Include wire management means (D-rings, brackets, etc.), vertical and horizontal; and

1.3 Comply with all labeling requirements of EIA/TIA 606 and UL 969

E. DATA TERMINATION HARDWARE

1. General Termination Hardware Requirements. All data terminations shall adhere to the following characteristics:

1.1 Equal to or exceed functional requirements of (fully compliant with) EIA/TIA Category-6 or greater, as tested/certified by UL; and

1.2 Equal to or exceed requirements of EIA/TIA-TSB-36/40/67: UTP Connecting Hardware 1Specification, Category.

1.3 Compliance to all labeling requirements of EIA/TIA 606 and UL 969;

1.4 All MDF/IDF terminations shall be included; Wire management means (D-rings, brackets, etc.), vertical and horizontal;

1.5 Pairs shall be consecutively labeled at each end (MDF and IDF).

F. UNIVERSAL WORKSTATION OUTLET

1. General. All station connectivity shall terminate at the station in one (1) universal workstation outlet (“UWO”). UWO color shall match adjacent electrical receptacle cover (or provide color as specified by the owner's Representative). Provide and install blank plastic faceplates (single/double-gang, matching voice/electrical faceplate color) at all station outlets (e.g., mud-rings or J-boxes) not used for data/voice connectivity. All data/voice outlets shall be located per ADA standards. Contractor shall coordinate all ADA issues with the site construction manager.

2. UWO Physical Configurations. UWO's shall be configured for wall mount, modular furniture mount, or floor mount as follows:

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2.1 Wall mount UWO:
2.1.1 Single-gang; and
2.1.2 Flush mount.

2.2 Modular furniture mount UWO:
2.2.1 Surface mounts (provide with back-box);
2.2.2 Front access; and
2.2.3 Provide with mounting bracket for specific modular furniture.

2.3 Floor mount UWO:
2.3.1 Single-gang or double gang; and
2.3.2 Flush mount.

3. UWO Manufacturers. The following manufacturers are examples of desired UWO requirements:
3.1 Wall (single-gang flush) mount UWO: Ortronics, AVAYA AMP or equal; and
3.2 Modular furniture (surface mount) UWO: Ortronics, AVAYA AMP or equal

G. PROTECTORS

1. Outside Plant Copper Cabling Primary Surge Protectors. Primary surge protectors shall be provided and installed at each termination (end) of all outside plant copper cabling. These protectors shall meet or exceed the requirements of ANSI/NFPA 70, EIA/TIA 571, and UL 497/497A Primary surge protector maximum let- through voltage shall be less than the maximum allowed for Owner's voice switch and data equipment.
2. Quantity. Quantity of protectors shall be as required to protect each pair of all TELCO/Building-to-Building cable, at each building entry point.
3. Protector Terminal Block. Protector terminal block shall be AVAYA 188B1-100 or equivalent.
4. Plug-In Protectors. Plug-in protectors shall be AVAYA 3C1S, or equivalent.

H. CABLE TIES

1. General. Riser/ Plenum rated cable ties shall be used throughout the Work.
1.1 Velcro® style cable ties shall be used for all MDF/IDF horizontal cable bundling; and
1.2 Manufacturer.· Panduit, 3M or equivalent.

I. "D" RINGS

1. General. "D" rings shall be metal, sized for application with 80% fill max.
1.1 Manufacturer. AVAYA 13"X" series (2',4',6') or equivalent.

J. CABLE BONDING SHIELD

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1. General. Cable bonding shields shall be capable of attaching copper cables to local grounding means, as required by ANSI/IEEE 70 (National Electrical Code).
2. Manufacturers. 3M Scotchlock series 4460, or equivalent.
3. Usage. Properly sized cable bonding shields shall be provided and installed at all termination points for all copper:
   3.1 Building-to-building cables;
   3.2 Lateral cables; and
   3.3 Riser cables

K. CABLE LADDERS

1. General. All Cable ladders shall be 1.5" high tubular steel, painted, with cross members on 1O" centers (Maximum). Only factory supplied hardware shall be used.
2. MDF/IDF Cable Ladders. Overhead cable ladders shall be supplied and installed in each MDF/IDF as follows. These ladders shall be installed as a continuous, bonded, grounded plane:
   2.1 Between the plywood backboards and all associated equipment racks;
   2.2 Parallel to, in front of, and above the plywood backboard; and
   2.3 Parallel to, in front of, and above equipment racks
3. Arrangement. All ladders shall be arranged to provide:
   3.1 Continuous cable support from the rack/cabinet mounted equipment to the backboard
   3.2 6" vertical cable-restraining posts at each internal corner of the ladder-system.
4. Configuration. All ladders shall be bonded at each section and grounded at both ends. All ladders shall be grounded per NEC requirements for electrical equipment housings.

L. EQUIPMENT RACKS/CABINENTS

1. MDF Racks. EIA 19" wide, 7" tall, racks shall be supplied and installed in each MDF by Contractor. Each rack shall be grounded per NEC requirements for electrical housings. All racks shall be physically secured via anchoring to the sub-flooring.
2. IDF Racks. 19" wide, 7" tall, racks shall be supplied and installed per Owner reviewed shop drawings that are specific to each IMDF.
3. IDF Cabinets. When space limitations require that a wall mounted cabinet be used rather than racks, provide an install one (1) each equipment cabinet per IDF. Wall mount cabinets must adhere to OSHA clearances.
4. Rack Construction. MDF/IDF racks shall be fabricated from, 6061 aluminum alloy, with EIA/TIA standard 19" drilled and tapped hole pattern, self-supporting.
5. Interior Cabinet Construction. MDF/IDF cabinets shall be sectional, wall mount type, constructed to NEMA 1 standards with baked enamel finish and lockable door. Cabinet shall have standard EIA 19" vertical mounting members (drilled and tapped holes) with a minimum of 15" dept. Height shall be as required for the application, with a minimum of 30". Construction shall allow for venting of heat generated by internal electronic equipment,

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knock-outs top and bottom, and a "swing-out" design such that connections at rear of electronic equipment can be accessed. Locks on all cabinets shall have the same key.

6. Exterior Cabinet Construction. Cabinet shall have standard EIA 19" vertical mounting members (drilled and tapped holes) with a minimum of 15" dept. Height shall be as "swing-out" design such that connections at rear of electronic equipment can be accessed. Locks on all cabinets shall have the same key. Cabinets shall be CPI or equivalent w/ fan.

M. EQUIPMENT SHELVES:
MDF/IDF Equipment Shelves. Unit pricing shall be provided for equipment shelves installed.

N. PATCH CORDS

1. General

1.1 Compliance. Compliance to all labeling requirements of EIA/TIA 606 and UL 969
1.2 Certifications. Tested and certified to EIA/TIA Category-6 or greater requirements
1.2 Patch chords shall labeled as follows in 3 lines:
1.2.1 Switch
1.2.2 Port
1.2.3 Jack
e.g. SW-4 PORT-38 19B-3

2. Requirements

2.1 Length: Length of patch cords shall be:
2.1.1 Sufficiently long to provide proper connectivity;
2.1.2 Uniform for each type of application; and
2.1.3 Actual lengths shall be jointly determined by Owner and Contractor.
2.2 Labeled:
2.2.1 Each patch cord shall be labeled at each end (within 3" connector);
2.2.2 Labels shall be unique, consecutive numbers; and
2.2.3 Label construction shall be as specified herein.
2.2.4 8” small diameter patch cords do not require a label, unless Owner requests labeling.
2.3 Functional Characteristics:
2.3.1 Equal to or exceed functional requirements of specific protocol(s) intended for use; and
2.3.2 Equal to or exceed requirements of specification.
2.4 Factory made-up, tested, and certified for EIA/TIA Category.

O. FIBER OPTIC FAN-OUT KITS

1. General. Contractor shall provide fiber-optic cabling fan-out kits at all riser fiber cable terminations.

2. Manufacturers. Acceptable manufacturers are:

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2.1 Siecor fan-out kits; and
2.2 Or functional equivalent

P. VERTICAL WIRE MANAGEMENT

1. General. Contractor shall provide vertical wire management on each side of all racks. At minimum (1) vertical wire manager must be installed on every equipment rack and must have a cover.
2. Manufacturers. Acceptable manufacturers are:
   2.1 Ortronics, Panduit; and
   2.2 Or functional equivalent

Q. HORIZONTAL WIRE MANAGEMENT

1. General. Contractor shall provide horizontal wire management above and below every patch panel and switch wire management must have covers on all racks with patch panels. Horizontal wire management is not required for a patch panel, switch, patch panel rack configuration.
2. Manufacturers. Acceptable manufacturers are:
   2.1 Panduit or equivalent; and
   2.2 Or functional equivalent

R. ELECTRICAL POWER TERMINAL STRIPS

1. General. All terminal strips shall be UL listed (1449), with TVSS, thermal overload means, on/off switch, and twelve (12) each (NEMA 5-15 R1) power sockets. All terminal strips shall be firmly attached to their intended mounting surface, and ground referenced to the same grounding point as the associated signal ground reference. TVSS max let-through voltage rating shall be 400 V per UL 1449.
2. Quantity of Power Terminal Strips:
   2.1 MDF 1 ea. Power Strip per rack, mounted at bottom of each rack;
   2.2 IDF 1 ea. Power Strip per rack, mounted at bottom of each rack or cabinet; and
3. Power Cord Length. Power cord(s) shall be sufficiently long to safely reach available power socket and be tie-wrap attached to the rack, cable tray, and backboard, 10-foot minimum.

S. CONDUIT BUSHINGS

1. General. All conduit and sleeve insulating end bushings shall be UL approved.
2. Quantity. Contractor is responsible for inspecting all conduits and sleeves prior to cable pulling and fitting insulating end bushings on all conduits and sleeve ends that are not so equipped.

T. CABLE LABELS

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1. General. Permanent, legible, cable labels shall be provided and installed at the CCS cabling points identified within this specification, including each-end of all riser, lateral, station, and patch cables: All cable labels shall comply with the labeling requirements of EIA/TIA 606 and UL 969. Cable labels must be placed on both ends of the installed cabling.
2. Types. Acceptable cable types are:
   2.1 Shrink wrap; and
   2.2 Pre-Approved equivalents.
3. Manufacturers. Acceptable cable label manufacturers are:
   3.1 Panduit, Brady; and
   3.2 3M.

U. FIBER OPTIC CABLING

1. General. All fiber optic cabling shall be per Specification provided by the Owner.
2. Quantity. Fiber optic cabling quantities and lengths shall be as required by the Owner's Representative.

V. FIBER OPTIC CABLING TERMINATION HARDWARE

1. Fiber optic connectors: Connectors shall be SC/LC/MPO type with the following characteristics:
   1.1 Loss. Mated pair loss (without rotational optimization) shall not exceed:
      1.1.1 1.5 dB maximum for multimode cable at 850 nm;
      1.1.2 1.5 dB maximum for multimode cable at 1300 nm;
      1.1.3 0.5 dB maximum for single mode cable at 850 nm; and
      1.1.4 0.5 dB maximum for single mode cable at 1300 nm.
2. Pull Strength. Pull strength between connectors and attached fiber shall be 50 lbs. minimum.
   2.1 Types. Acceptable types are: fused pig-tails w/ factory installed connectors;
3. Manufacturers. Acceptable manufacturers are:
   3.1 AVAYA, AMP;
   3.2 Siecor; or equivalent;
   3.3 Or equivalent.

W. FIBER OPTIC PATCH PANELS

1. General. All fiber optic cables entering each termination room (e.g., MDF, IDFs), shall terminate on fiber optic patch panels and associated hardware shall:
   1.1 Provide and integrated connector panel;
   1.2 Provide a splice shelf for storage of 20 feet of fiber;
   1.3 Accept all major connector types (SC, LC and MPO);
   1.4 Provide a splice cradle that will accept fusion.
   1.5 Allow top and bottom cable entry;
   1.6 Mount on an industry standard EIA 19" rack or wall;

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1.7 Provide power and signal grounding capability per the NEC; and

1.8 Be suitable for terminating, interconnecting, splicing and testing

2. Types. Acceptable types are:
2.1 Painted, aluminum; and
2.2 Pre-Approved equivalents

3. Manufacturers. Acceptable manufacturers are:
3.1 Connector or high density cassette-based panel housings;
3.1.1 Panduit, Corning Siecor CPH-072, or equivalent.
3.2 Multimode connector panels;
3.2.1 Panduit, Corning, or equivalent.
3.3 Single mode connector panels;
3.3.1 Panduit, Corning, or equivalent.

X. FIBER OPTIC PATCH CORDS

1. General. Fiber optic patch cord quantities and lengths shall be as required by the Owner's Representative.

Y. POWER POLES

1. General. All power poles shall be UL listed, with a minimum of two (2) shielded cavities that run the entire length of the power poles. Pre-punched knock-outs shall be provided near the bottom of each power pole (per ADA requirements).

2. Types. Acceptable types are:
2.1 Painted, aluminum extrusions; and
2.2 Pre-Approved equivalents.

3. Manufacturers. Acceptable manufacturers are:
3.1 Wiremold Series 30TP2V; and
3.2 Or equivalent.

Z. POKE-THROUGHS

1. General. All poke-throughs shall be UL listed as a minimum of 1-hour fire stop, and have a minimum of one (1) ¾" opening for CCS cable to penetrate through the fire-stopped assembly. Actual fire-stop rating shall be equal to the rating of the floor in which the particular fire-stop is utilized.

2. Types. Acceptable types are:
2.1 All UL listed poke-throughs.

AA. SURFACE-MOUNTED RACEWAYS

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1. General. Surface-mounted raceways shall be designed and manufactured specifically for CCS applications and shall be UL listed for that purpose.
2. Types. Acceptable types are:
   - 2.1 Metallic; and
   - 2.2 Non-metallic.
3. Manufacturers. Acceptable manufacturers are:
   - 3.1 Panduit, Type LD;
   - 3.2 Wiremold, Uni-duct series; and
   - 3.3 Or functional equivalent.

AB. SPLICE CASES

1. General. Contractor shall provide splice cases for all indoor entrance splices
2. Manufacturers. Acceptable manufacturers are:
   - 2.1 AT&T, Type 2000FR; and
   - 2.2 Or functional equivalent

AC. CERTIFICATION IN WRITING. All warranties and/or guarantees shall be certified in writing.

1. 15-Year Guarantee

Guarantee that the Category- 6 or greater Cable Plant, which is installed at the OWNER'S FACILITY, has been done in accordance with these specifications, and that the work as installed will fulfill the requirements of those specifications. Agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing that may prove to be defective in its quality of materials, ordinary wear and unusual abuse or neglect excepted.

2. Warranty

Warranty that the Category- 6 or greater Cable Plant, which is installed at the OWNER'S FACILITY has been done in accordance with all associated manufacturer's requirements such that a valid one year Category- Cable Plant Warranty has been issued by all the associated manufacturers.

AD. FIBER OPTIC GENERAL

1. This specification defines fiber optic cable for inter-building (outside) and intra-building (inside) applications. Actual usage of cable types and quantities of conductors shall be as stated in the Contract Documents and as required for the described physical connectivity requirements.
2. PRODUCTS
   - 2.1 Major Elements. The fiber optic cable shall consist of, but not be limited to, glass-fiber sub-cables, dielectric fillers, strength-member, and protective outer sheathing;
   - 2.2 Type. All cables shall meet ANSI/NFPA-70 requirements and be UL listed for Types OFN or OFNR, as specified by the controlling

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document, and as required by the ANSI/NFPA-70 application requirements and local codes for specific application conditions;

2.3 Construction. All fiber optic cables utilized for outside plant applications shall be of the loose tube construction type. All fiber optic cables utilized for inside plant applications shall be of the tight-buffered construction type;

- 2.4 Core Design. Core design shall be loose-tube type, with no more than six (6) fibers per tube, up to 14 tubes. When more than 14 loose tubes are required to meet the fiber-count, there shall be no more than twelve (12) fibers per tube;

2.5 Sub-cables. Single fiber optic sub-cables shall consist of optical fiber(s) surrounded by a synthetic yarn strength-member and a color-coded jacket. Each fiber shall have a uniquely colored jacket;

2.6 Tensile Strength-Member. Fiber optic cables with more than four (4) sub-cables shall be assembled by:

2.6.1 Stranding sub-cables and any fillers around a central, non-buckling, strength-member, or

2.6.2 Support strands surrounding the optical fibers·

Any given sub-cable shall contain either 50/125 (micron) multimode fibers or single-mode fibers, as specified in the Construction Drawings and Specifications, and required to support the specified connectivity level.

2.7 Outer Jacket. Fiber optic cable outer jacket shall be smooth and free from holes, splits, blisters, and other surface flaws. Outer jacket shall be flame retardant; and

2.8 Surface Markings. Fiber optic cable surface markings shall be as required by the NEC for the type of cable, and shall include the cable manufacturer's name. Markings shall be repeated on 18" +/- intervals throughout the length of the cable.

AE. MULTIMODE FIBER OPTIC CABLE FIBERS

1. Core Type. Multimode fiber optic cable fiber-core type shall be graded-index glass.
2. Performance Requirements. Multimode fiber optic cable fibers shall meet or exceed the following parameters after cabling:

2.1 Core Diameter: 50 +/- 3 microns;

2.2 Clad Diameter: 125 +/- 3 microns;

2.3 Numerical Aperture: 0.29;

2.4 Maximum Attenuation per km (-40 to 70 C); and 850 nm 4.0 dB
1300nm 2.5 dB

2.5 Minimum Bandwidth: 850 nm 160 MHz
1300 nm500 MHz

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AF. SINGLE-MODE FIBER OPTIC CABLE FIBERS

1. Core Type. Single-mode fiber optic cable fiber-core type shall be graded-index glass.

2. Performance Requirements. Single-mode fiber optic cable fibers shall meet or exceed the following parameters after cabling:

2.1 Mode Field Diameter: 9-11 microns;

2.2 Core-Clad Offset: +/- 1 micron;

2.3 Clad Diameter: 125 +/- 3 microns, individual fiber+/- 0.5 micron;

2.4 Maximum Bandwidth:

1300 nm 1.0 dB

1500 nm 1.0 dB;

2.5 Minimum Bandwidth:

1300 nm 600 MHz; and

2.6 Maximum Pulse Dispersion:

1285 to 1330 nm 3.5 PS/nm-km

1530 to 1570 nm 20 PS/nm-km

AG. OUTSIDE FIBER OPTIC CABLE

1. General. Outside fiber optic cable shall be suitable for outside use between buildings in a campus environment. It shall be suitable for runs in buried conduits and aerial units.

2. Armor Sheath. Laminated non-metallic sheath shall be provided.

3. Temperature Range. Minimum cable temperature ranges shall be as follows:

3.1 Operating Range: -20 to 70 C; and

3.2 Storage Range: -20 to 70 C

4. Minimum Pulling Tensile Strength. Minimum cable tensile strength shall be 2500 newtons (N).

5. Maximum outside Diameter. Maximum cable outside diameter (OD) shall be consistent with its utilization in industry standard innerduct.

6. Minimum Bend Radii. Minimum cable bend radii shall be:

6.1 No Load: 10 times cable OD; and

6.2 Maximum Tension: 20 times cable OD

7. Fiber Identification. Fibers shall be color coded (by fiber) and marked or color-coded by group of fibers.

8. Crush Resistance. Cable crush resistance shall be:

8.1 Tight buffer: 300 N/cm

8.2 Loose Tube: 50 N/cm

9. Cyclic Flex Resistance. Cable shall be capable of 2000 flex cycles per EIARS-455, without optical degradation.

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10. Moisture Resistance. Fiber optical and mechanical performance shall not be degraded and the cable shall not be damaged in any way by long-term immersion in ground water.
11. Fungus Resistance. Cable outer jacket shall be fungus inert.
12. Sunlight/UV Resistance. Cable outer jacket shall be suitable for long-term exposure to sunlight and weather, with a life expectancy greater than 20 years.
13. Outside Plant Fiber optic Cable. Outside plant fiber optic cable shall be Corning, General Cable or equivalent. Outside plant fiber optic cable is not required to be "gel filled" for short runs e.g., as between buildings of less than 100 meters where continuous conduit is provided.

AH. INSIDE FIBER OPTIC CABLE

1. General. Inside fiber optic cable shall be suitable for intra-building use, per the NEC. It shall be suitable for runs in metallic conduits, nonmetallic conduits, and innerduct-only runs.
2. Sheath. Polyethlyene or copolymer sheath shall be provided per NEC requirements for the specific application, e.g., plenum or non-plenum grades.
3. Temperature Range. Minimum cable temperature ranges shall be as follows:
   - 3.1 Operating Range: -20 to 70 C; and
   - 3.2 Storage Range: -20 to 70 C
4. Minimum Pulling Tensile Strength. Minimum pulling tensile strength shall be 2500 newtons (N).
5. Maximum outside Diameter. Maximum cable outside diameter (OD) shall be consistent with its utilization in industry standard innerduct.
6. Minimum Bend Radii. Minimum cable bend radii shall be:
   - 6.1 No Load: 10 times cable OD; and
   - 6.2 Maximum Tension: 20 times cable OD
7. Fiber Identification. Fiber identification shall be by color coding (by fiber) and marked or color coded by group.
8. Crush Resistance. Cable crush resistance shall be:
   - 8.1 Tight buffer: 300 N/cm
   - 8.2 Loose Tube: 50 N/cm
9. Cyclic Flex Resistance. Cable shall be capable of 2000 flex cycles per EIA RS-455, without optical degradation.
10. Moisture Resistance. Fiber optical and mechanical performance shall not be degraded and the cable shall not be damaged in any way by long-term immersion in ground water.
11. Fungus Resistance. Cable outer jacket shall be fungus inert.
12. Riser Fiber optic Cable. Riser fiber optic cable shall be Corning, Panduit, General Cable or equal, per ANSI/NFPA-70 Art. 770- 6.
13. Workstation Fiber optic Cable. Workstation fiber optic cable shall be Corning, Panduit, General Cable or equivalent, per ANSI/NFPA-70.

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14. Patch-Cable Fiber optic Cable. Patch-cable fiber optic cable shall be Panduit Low Smoke Zero Halogen (LSZH), or equivalent.

AI. PRODUCTS

1. Construction elements. The copper cable shall consist of, but not be limited to, copper conductor and dielectric insulation, with color codes as required. Copper cable shall be suitable for intra-building use, per the ANSI/NFPA-70.
2. Type. All cables shall meet the current National Electrical Code and be UL listed for the Types as required by the ANSE/NFPA-70 per application, location, and service conditions.
3. Outer Jacket. Copper cable outer jacket shall be smooth and free from holes, splits, blisters, and other surface flaws. Sheath shall be provided per ANSI/NFPA-70 requirements for the specific application, e.g., general purpose, riser, or plenum.
4. Surface Markings. Copper cable surface markings shall be as required by the ANSI/NFPA-70 for the type of cable, and shall include the cable manufacturer's name. Markings shall be repeated on the 18" +/- intervals throughout the length of the cable.
5. Moisture Resistance. Electrical and mechanical performance shall not be degraded and the cable shall not be damaged in any way by long-term exposure to 95% RH, with condensation.
6. Fungus Resistance. Cable outer jacket shall be fungus inert.
7. Sunlight/UV Resistance. Cable outer jacket shall be suitable for long-term exposure to sunlight and weather, with a life expectancy greater than 20 years.
8. Temperature Range. Minimum cable temperature ranges shall be as follows:
   - 8.1 Operating Range: -20 to 70 C; and
   - 8.2 Storage Range: -20 to 70 C

AJ. RISER COPPER CABLE

1. Ratings. Riser copper cable shall be per BELL DESIGN" ARMM, with:
   - 1.1 Non-Plenum: UL types CM, or CMR, per ANSI/NFPA-70 Article 800-3(d); and
   - 1.2 Plenum: UL type CMP, per ANSI/NFPA-70 Article 800-3(d)
2. Characteristics. Riser copper cable shall have the following characteristics:
   - 2.1 Gauge: 24AWG; or 28AWG
   - 2.2 Impedance: 100 ohms above 1 MHz, nominal;
   - 2.3 Attenuation: 0.8 dB/100 ft.; and
3. Unshielded Twisted Pair (UTP) Data Workstation Cabling:
   - 3.1 Ratings. UTP workstation data cable shall be EIA/TIA TSB-36 Category-6 or greater:
     - 3.1.1 Non-Plenum: UL types CM or CMR
     - 3.1.2 Plenum: UL types CMP, per ANSI/NFPA-70 Article 800-3(d)

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4. Characteristics. UTP workstation data cable shall have the following characteristics:
   - 4.1 Gauge: 24 AWG, or 28AWG
   - 4.2 DC Resistance (Norn): 20-30 Ohms/1000 ft
   - 4.3 Impedance (Norn): 100 +/- 15 ohms from 1 to 16 MHz
5. Manufacturers. The following manufacturers are acceptable:
   - 5.1 Com Scope, Berk-Tek, Panduit, or Belden or equal
6. Patch-Cable Copper Cable:
   - 6.1 General. All data patch-cables shall utilize twisted pair cabling, with stranded copper conductors, and having an EIA/TIA TSB-36 Category-6 rating, except for impedance, which shall range within the acceptable Category 4 tolerances. Cables shall be inspected specifically for the maintenance of the required level twisting at each connector location. Untwisted (e.g., silver satin) patch cords are expressly not allowed. Unshielded patch-cable copper cables shall be as follows:
     - 6.1.1 Unshielded Data Patch-Cables. Shall be UL types CM or CMR. Conductor size shall be 24 AWG, or 28AWG.
7. Coax Cable. Coax CATV cable shall be RG6NRG11/RG58 (rated to 900 MHz), with:
   - 7.1 Dielectric: PE
   - 7.2 Shielding: 2-inner shields (1-foil, 1-braid) plus 1 outer braid shield
   - 7.3 Jacket: Plenum rated
   - 7.4 Impedance: 75 ohm

AK. SAFETY

1. Safety Issues. Contractor and Owner shall adhere to all applicable health, safety, and environmental laws, rules, and regulations, including the Occupational Safety and Health Administration (OSHA) Rules and Regulations (hereafter referred to as Safety Regulations). Owner does not contemplate nor include as an undertaking of the Contractor, unless specified in writing, work in any area where a hazardous substance is present. Hazardous substance means any substance regulated by any Safety Regulation and includes, but is not limited to, asbestos in either a friable or non-friable condition. Contractor shall cease all operations in any area where the existence of a hazardous substance is encountered, and shall immediately notify Owner in writing. Contractor shall not re-initiate work in or around identified hazardous substance areas prior to receiving written permission from Owner. All safety issues relating to hazardous substances shall be solely administered between Owner and Contractor. It is solely the Contractor's responsibility to assure that all installation personnel are familiar with safety procedures, identification of hazardous substances, and proper operation of related equipment.

1. Deliverables
2. Exhibits

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2.1. X

2.2. X

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1. Compensation method

Contractor will be compensated based on the final detailed written quote approved by the Customer.

2. Pricing

2.1. Contractor's Best Pricing. Supplier warrants that, for the term of the Contract, the prices and discounts set out in BPM004541 Solicitation Attachment 12 - Pricing Document, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment and materials.

2.1.1. That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2. If Contractor's Best Pricing for equivalent services, items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.1.3. For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

2.2. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, 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.

2.3. Price Increase. The State may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any

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price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

2.3.1. Initial Contract prices will be honored for one year after award of Contract.

2.3.2. All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow the State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

2.3.3. All price adjustments will be implemented by a formal contract amendment. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

2.4. Price Reductions. Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

2.5. Additional Charges. Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.

2.6. 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 the State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at https://gao.az.gov/travel. The Eligible Entity / Customer shall reject any claim for travel reimbursement without prior written approval.

3. Funding

No particular funding considerations apart from paragraph 4.4 Availability of Funds for the Next State fiscal year and 4.5 Availability of Funds for the current State fiscal year of the Uniform Terms and Conditions have been identified as of the Solicitation date.

4. Invoicing

4.1. Invoices Go To Buying Entity. Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) at the address indicated on the applicable Order document or by utilizing the Buying Entity's purchasing tool/process.

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4.2. Minimum Invoice Requirements. Every invoice must include the following information:

- 4.2.1. Bill-to name and address
- 4.2.2. Contractor name and contact information
- 4.2.3. Remit-to address
- 4.2.4. Invoice number and date
- 4.2.5. State contract number
- 4.2.6. Order number (APP PO number)
- 4.2.7. Date the services performed
- 4.2.8. Applicable payment terms
- 4.2.9. Material or Service description (Itemized)
- 4.2.10. Quantity delivered or performed
- 4.2.11. Line item unit of measure
- 4.2.12. Item price
- 4.2.13. Extended pricing
- 4.2.14. Taxes (as a separate invoice line item)
- 4.2.15. Mailing fees (if applicable)
- 4.2.16. Total invoice amount due

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

- 4.3.1. Materials or Services that have not been authorized on an acknowledged Order;
- 4.3.2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or
- 4.3.3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed.

4.4. Submitting Invoices. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process provided or required by the order ing Eligible Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.5. Defective Invoices. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.

- 4.5.1. The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify the Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
- 4.5.2. Invoices will be deemed automatically rejected upon delivery if they:

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4.5.2.1. are sent to an incorrect address;

4.5.2.2. do not reference the correct State contract or APP Order number; or

4.5.2.3. are payable to any Person other than the Contractor.

4.5.3. The ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

5. Payments

5.1. Payment. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions

5.2. Joint checks or direct pay. Applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

5.3. Recovery of overpayment. If applicable, Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the overpayment and may deduct the overpaid amount from amounts then or thereafter due to Contractor.

5.4. Payment to subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.

5.5. Purchasing card. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of the Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.

5.6. Automated clearing house. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: **https://gao.az.gov/afis/vendor-information**

6. Exhibits to the Pricing Document

See 'BPM004541 Solicitation Attachment 12 - Pricing Document'

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The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1. Definition of Terms and Acronyms: As used in the Contract, the terms listed below are defined as follows:

   1.1. Acceptance: The document titled “Offer and Acceptance Form” bearing the State contract number once Procurement Officer has signed it to signify (1) State’s formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term “acceptance” used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.

   1.2. Accepted Offer:

      1.2.1. If State did not request a Revised Offer, then “Accepted Offer” means the Initial Offer.

      1.2.2. If State requested a Revised Offer but not a Best and Final Offer, then “Accepted Offer” means the latest Revised Offer.

      1.2.3. If State requested a Best and Final Offer, then “Accepted Offer” means the Best and Final Offer.

   1.3. Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) and Arizona Administrative Code (A.A.C.) are each defined in the Instructions to Offerors.

   1.4. Arizona Transaction Privilege Tax (TPT): For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx

   1.5. Attachment. Any item that:

      1.5.1. The Solicitation required Offeror to submit as part of the Offer (e.g., Initial Offer, Revised Offer, or Best and Final Offer);

      1.5.2. Was attached to an Offer when submitted; and

      1.5.3. Was included in the Accepted Offer.

   1.6. Arizona Strategic Enterprise Technology Office (“ASET”). The Arizona Strategic Enterprise Technology (ASET) Office develops and executes the statewide information technology strategy, while also providing capabilities, services, and infrastructure to ensure the continuity of mission-critical and essential systems. In alignment with the strategic missions of state agencies, the goal of ASET is to transform Arizona into a nationwide leader of advanced IT strategies, methodologies, services, and business processes.

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1.7. Pricing Document. The Pricing Document Section of the Solicitation Requirements document of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.

1.8. Contract Amendment. A document signed by the Procurement Officer that has been issued for the purpose of making changes to the Contract after execution.

1.9. Contract Terms and Conditions. The Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.

1.10. Contractor. The Person identified on the Accepted Offer who has entered into the Contract with the State.

1.11. Contractor Indemnitor. Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.

1.12. Co-Op Buyer. A member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. §41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing an "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under Section 501(c)(3) through 501(c)(6) of the tax code.

1.13. Communications Cabling Systems ("CCS"). All low voltage cabling including voice, data, video, and Internet of Things ("IoT") cabling infrastructure.

1.14. Eligible Agency.

1.14.1. If the Special Terms and Conditions indicate that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein.

1.14.2. If the Special Terms and Conditions indicate that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

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1.14.3. If the Special Terms and Conditions indicate that the Contract is a "statewide" and "cooperative" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, board or any Co-Op Buyer.

1.15. Fire Stopping. The application of material, or combination of materials, to retain the integrity of time-rated construction by maintaining an effective barrier against the spread of flame, smoke, and gases. It shall be used in specific locations as follows:

- Duct, cables, Conduit, and piping penetrations through time-rated partitions or firewalls;
- Opening and penetrations in time-rated partitions or firewalls containing fire doors; and
- Locations where specifically shown on the drawings or where specified in other sections

1.16. Intermediate Distribution Frame communications closet ("IDF")

1.17. Indemnified Basic Claims. "Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, costs of claim processing, investigation and litigation for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively.

1.18. Instructions to Offerors. "Instructions to Offerors" means the Solicitation Instructions document of the Solicitation.

1.19. Main Distribution Frame communications closet ("MDF")

1.20. Order. The instrument by which the State authorizes a Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends on the scope of the Contract and how the State will use it. The Special Terms and Conditions provide that information. Any of the following are construed as being an "Order":

1.20.1. "Release" or "Release Purchase Order: in The State's e-Procurement System;

1.20.2. "task order," "service order," or "job order" when a Release Purchase Order for Services has already been created in The State's e-Procurement System; or

1.20.3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies

1.21. The State's e-Procurement System. The State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document Technical Bulletin No. 020, The State's e-Procurement System–The Official State eProcurement System. Technical Bulletin No. 020 is available online at:

https://spo.az.gov/sites/default/files/documents/files/TB_020_APP_20181024.pdf

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1.22. State. With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each Eligible Agency or Co-Op Buyer who has issued the Order.

1.23. State Indemnitees. Collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.24. Subcontractor. A.R.S. §41-2503(38), which, for convenience of reference only, is "… a person who contracts to perform Work or render service to … [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ." The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.

1.25. Telecommunications carrier or provider ("Telco") or ("Telco Provider")

1.26. Work**.** The totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2. Contract Interpretations

2.1. Usage. Where the Contract:

2.1.1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to the Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractor's respective agents, representatives, and employees in every instance unless the context plainly requires that it is a reference only to Contractor as apart from Subcontractors.

2.1.2. uses the permissive "may" with respect to a party's actions, determinations, etc., the terms is to be interpreted as in A.A.C. R2-7-101(31) [*Definitions*]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by 1. what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;

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2.1.3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [*Definitions*]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.

2.1.4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;

2.1.5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and

2.1.6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2. Contract Order of Precedence

2.2.1. Complementary Documents. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant Work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

2.2.2. Conflicts. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

2.2.2.1. Contract Amendments;

2.2.2.2. The final Solicitation Documents, in the following order:

(1) Special Terms and Conditions;

(2) Exhibits to the Special Terms and Conditions;

(3) Uniform Terms and Conditions;

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(4) Scope of Work;

(5) Exhibits to the Scope of Work;

(6) Pricing Document;

(7) Exhibits to the Pricing Document;

(8) Specifications; and

(9) Any other documents referenced or included in the Solicitation;

2.2.2.3. Orders, in reverse chronological order; and

2.2.2.4. Accepted Offer.

2.2.3. Attachments and Exhibits. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

2.3. Independent Contractor. Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.4. Complete Integration. The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3. Contract Administration and Operation

3.1. Term of Contract. The term of the Contract will commence on the date indicated on the Acceptance and continue for three (3) years unless cancelled, terminated, or permissibly extended.

3.2. Contract Extensions. State may at its discretion extend the initial Contract term in increments of one or more years and do so one or more times, provided that the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

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3.3. Any project with estimated requirements greater than or equal to $10,000.00 must make a best effort to obtain a minimum of three quotations from Contractors awarded through this Solicitation.

3.4. Notices and Correspondence

3.4.1. To Contractor. State shall address all Contract correspondence other than formal notices to the email address indicated as “Default for Type” for “General Mailing Address” in Contractor’s corresponding State’s e-Procurement System Vendor Profile; and address any required notices to Contractor to the “Contact Name and Title” at the “Mailing Address” indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.4.2. To State. Contractor shall address all Contract correspondence other than format notices to the email address indicated in “Contact Instructions” in the The State’s e-Procurement System Summary for State; and address any required notices to State to the Procurement Officer identified as “Purchaser” in the State’s e-Procurement System Summary at the following mailing address:

Arizona Department of Administration
State Procurement Office
100 N 15th Avenue
Phoenix, AZ 85007

3.4.3. Changes. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address.

3.5. Signing of Contract Amendments. Contractor’s counter-signature – or “approval” in The State’s e-Procurement System, in the case of an amendment, – is not required to give effect if the Contract Amendment only covers either:

3.5.1. extension of the term of the Contract within the maximum aggregate term;

3.5.2. revision to Procurement Officer appointment or contact information; or

3.5.3. 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 *(1)*, *(2)*, and *(3)* above, both parties’ signatures – or “approval” in The State’s e-Procurement System, in the case of an Amendment – are required to give it effect.

3.6. 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

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(each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.7. Books and Records

3.7.1. Retain Records. By A.R.S. §41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute

3.7.2. Right To Audit. The retained books and records are subject to audit by State during that period. By A.R.S. §41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.7.3. Auditing. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.8. Contractor Licenses. Contractor shall maintain current federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.9. Inspection and Testing. By A.R.S. §41-2547, State may at reasonable times inspect the part of Contractors' or Subcontractors' plant 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. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are to 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, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing,

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as well as for any reinspection or retesting that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.10. Ownership of Intellectual Property

3.10.1. Rights In Work Product. 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, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

3.10.1.1. "Government Purpose Rights" are:

3.10.1.1.1. 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 State is a party;

3.10.1.1.2. the right to release or disclose that work product to third parties for any State government purpose; and

3.10.1.1.3. 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 State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

3.10.1.2. "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.

3.10.2. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.10.3. 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

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or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

3.10.3.1. any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;

3.10.3.2. 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

3.10.3.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

3.10.4. Developments Outside Of Contract. Unless expressly stated otherwise in 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 State hereunder.

3.11. Subcontract

3.11.1. Initial list. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment Proposed Subcontractors to the Accepted Offer [Proposed Subcontractors]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.11.2. Additional names. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on the Attachment Proposed Subcontractors at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.11.3. Flow-down. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or

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duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.12. Orders

3.12.1. Order Sufficiency. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize the Contractor to provide the Materials and perform the Services covered by that Order.

3.12.2. Order Terms. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.

3.12.3. Orders Are Obligatory. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.12.4. Special Case. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in The State's e-Procurement System as something other than a "Master/ Blanket" type.

3.12.5. No Minimums Or Commitments. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.12.6. Non-contracted Materials Or Services. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.13. Statewide Contract Provisions

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The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

3.13.1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/programs/cooperative

3.13.2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

3.13.3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

https://spo.az.gov/suppliers/usage-reporting

3.13.4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle the State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/suppliers/usage-reporting

3.13.5. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in The State's e-Procurement System, which will indicate Contractor's unqualified

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acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in The State's e-Procurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which the Contractor may reject or refuse an Order are those set out in subparagraph 3.11.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in The State's e-Procurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in The State's e-Procurement System within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State's e-Procurement System and if it does so the rejection will be void.

3.13.6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.14. Multiple-Use Provisions. Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in The State's e-Procurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

3.14.1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to the Contractor.

3.14.2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.

3.14.3. As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.

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3.14.4. As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

3.15. Other Contractors. State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not to impose an unreasonable burden on any one of them.

3.16. Work on State Premises

3.16.1. Compliance With Rules. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.16.2. Protection Of Grounds And Facilities. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 of the Uniform Terms and Conditions [Right of Offset].

4. Costs and Payments

4.1. Payments

4.1.1. Payment Deadline. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated

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otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2. Payments Only To Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

4.2. Applicable Taxes

4.2.1. Contractor To Pay All Taxes. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve the Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2. Tax Indemnity. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well as any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5. Contract Changes

5.1. Contract Amendments: The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by 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.

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5.2. Assignment and Delegation.

5.2.1. In Whole. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2. In Part. Subject to paragraph 3.10 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6. Risk and Liability

6.1. Risk of Loss. Contractor shall bear 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 accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2. Contractor Insurance

6.2.1. **Indemnification Clause**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule,

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regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2.2. **Insurance Requirements**

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

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

6.2.3.1. Commercial General Liability (CGL) – Occurrence Form

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

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Damage to Rented Premises	$50,000
• Each Occurrence	$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with

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respect to liability arising out of the activities performed by or on behalf of the Contractor.

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

6.2.3.2. Business Automobile Liability

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

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

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

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

6.2.3.3. Workers’ Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
o Each Accident	$1,000,000
o Disease – Each Employee	$1,000,000
o Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities,

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officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

6.2.3.4. Professional Liability (Errors and Omissions Liability)

Each Claim	$2,000,000
Annual Aggregate	$4,000,000

a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
b. The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract

6.2.3.5. Additional Insurance Requirements

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

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

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

6.2.3.6. 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

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to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

6.2.3.7. **Acceptability of Insurers**

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

6.2.3.8. **Verification of Coverage**

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

6.2.3.8.1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

6.2.3.8.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

6.2.3.8.3. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require

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complete copies of all insurance policies required by this Contract at any time.

6.2.3.9. Subcontractors

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

6.2.3.10. Approval and Modifications

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

6.2.3.11. Exceptions

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

6.3. Patent and Copyright Indemnification.

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

6.3.1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;

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6.3.2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;

6.3.3. State may elect to participate in such action at its own expense; and

6.3.4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

6.4. Force Majeure

6.4.1. Definition. For this paragraph, “force majeure” means an occurrence that is

6.4.1.1. beyond the control of the affected party,

6.4.1.2. occurred without the party’s fault or negligence, and

6.4.1.3. something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.6 [Performance in Public Health Emergency], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.4.2. Relief From Performance. Except of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is

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able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.4.3. Excusable Delay Is Not Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.4.4. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

7. Warranties

7.1. Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

7.2. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.3. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

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7.4. Licenses and Permits Contractor warrants that it will maintain all licenses required under paragraph 3.7 [Contractor Licenses] and all required permits valid and in force.

7.5. Operational Continuity Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5 [Assignment and Delegation] that expressly recognizes the event.

7.6. Performance in Public Health Emergency Contractor warrants that it will:

7.6.1. have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:

7.6.1.1. identification of response personnel by name;

7.6.1.2. key succession and performance responses in the event of sudden and significant decrease in workforce; and

7.6.1.3. alternative avenues to keep sufficient product on hand or in the supply chain;

7.6.2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

7.6.3. A request from the State related to this Section does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan .

7.6.4. Failure to have or implement an appropriate plan will be a material breach of contract.

7.7. Lobbying

7.7.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential

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conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with (a) above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.7.2. Exception. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.8. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8. This section intentionally left blank.

9. This section intentionally left blank.

10. This section intentionally left blank.

11. **General Provisions for Materials**

11.1. **Applicability.** Article 11 applies to the extent the Work is or includes Materials.

11.2. **Off-Contract Materials.** Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.

11.3. **Compensation for Late Deliveries.** Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them.

11.4. **Indicate Shipping Costs on Order.** Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one)

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11.5. **Current Products.** Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.

11.6. **Maintain Comprehensive Selection.** Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.

11.7. **Additional Products.** State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of *(b)* typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.

11.8. **Discontinued Products** If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones.

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11.9. **Forced Substitutes.** Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.

11.10. **Recalls.** In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. §12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.

11.11. **Delivery**

11.11.1. PRICING. Unless stated otherwise in the Purchase Order, all Materials prices set forth therein are Free Carrier (FCA seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.O.B. Origin, Contractor's Facility" under FAR 52.247-30.

11.11.2. LIABILITY. Unless stated otherwise in the Purchase Order, Contractor's liability for all Materials is Delivered Duty Paid (DDP) (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under FAR 52.247-35.

11.11.3. PAYMENT. Unless stated otherwise in the Purchase Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.

11.12. **Delivery Time.** Unless stated otherwise in the Purchase Order, Contractor shall make delivery within 2 (two) business days after receiving each Order.

11.13. **Delivery Locations.** Contractor shall offer deliveries to every location served under the scope of the Contract, specifically

11.13.1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;

11.13.2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;

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11.13.3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and

11.13.4. if the Contract is for unrestricted statewide use, then:

11.13.4.1. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;

11.13.4.2. if a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,

11.13.4.3. if the Purchase Order indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

11.14. **Conditions at Delivery Location.** Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.

11.15. **Materials Acceptance.** State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial

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payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16. **Correcting Defects.** Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials

11.16.1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.

11.16.2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

11.16.3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17. **Returns.** State may, at its discretion, return for full credit and with no restocking charges any delivered. Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within thirty (30) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

11.18. **Order Cancellations.** State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

11.18.1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus one (1) additional business day.

11.18.2. reimburse Contractor for:

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11.18.2.1. its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day;

11.18.2.2. the cost of any obligations it incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day that demonstrably cannot be canceled, or that have pre-established cancelation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and,

11.18.2.3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice. By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order

11.19. **Product Safety.** Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State 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.

11.20. **Hazardous Materials.** Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

12. General Provisions for Services

12.1. **Applicability.** Article 12 applies to the extent the Work is or includes Services.

12.2. **Comprehensive Services.** Contractor shall provide the comprehensive range of services for which a price is established Offering in the Pricing Document for ordering by Eligible Agencies and Co-Op Buyers, if co-op buying applies.

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12.3. **Additional Services.** State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

12.4. **Off-Contract Services.** Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

12.5. **Removal of Personnel.** Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

12.6. **Transitions.** During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State 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) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition, State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

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12.7. **Accuracy of Work.** Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.8. **Requirements at Services.** Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

12.9. **Services Acceptance.** State has the right to make acceptance of Services subject to acceptance criteria. State may apply acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for unaccepted Services; and State 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 State's rejection.

12.10. **Corrective Action Required.** Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

12.10.1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).

12.10.2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.

12.10.3. Contractor shall take the necessary action(s) to avoid any like failure in the future if doing so is appropriate and practicable under the circumstances

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13. **Data and Information Handling**

13.1. **Applicability.** Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

13.2. **Data Protection and Confidentiality of Information.** Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State 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 Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

13.2.1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

13.2.2. Contractor shall not: (a) 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 State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

13.3. **Personally Identifiable Information** Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract. For purposes of this paragraph:

13.3.1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information, January 3, 2017*; and

13.3.2. "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*.

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NOTE (1): For convenience of reference only, the OMB memorandum is available at:

https://dpcld.defense.gov/Privacy/Authorities-and-Guidance/

NOTE (2): For convenience of reference only, the GSA directive is available at:

https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-(pii)-

13.4. **Protected Health Information** Contractor warrants that, to the extent performance under 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:

13.4.1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;

13.4.2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in *(1)* above; and

13.4.3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in *(1)* above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

14. Information Technology Work

14.1. **Applicability** Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. §18-101 -6 "…all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects," if and to the extent that the Work is or includes Information Technology.

14.2. **Background Checks** Each Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. §41-710. Contractor shall obtain and

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pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identity and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security

14.3. **Information Access**

14.3.1. SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.

14.3.2. INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access identifications (IDs) and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request, provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

14.3.3. ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access of Contractor personnel, or instruct Contractor to restrict their access, if in its determination the requirements of this subparagraph are not being met.

14.4. **Pass-Through Indemnity**

14.4.1. INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree, Contractor is required to do by the Uniform Terms and Conditions, then

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Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.

14.4.2. NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

14.4.2.1. State reserves the right to elect to participate in the action at its own expense;

14.4.2.2. State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and

14.4.2.3. State shall in any case cooperate in the defense and any related settlement negotiations.

14.5. **Systems and Controls** In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6. **Redress of Infringement**

14.6.1. REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing, on any third party's intellectual property rights, then Contractor shall, at its sole cost and expense and in consultation with State, either:

14.6.1.1. replace any infringing items with non-infringing ones;

14.6.1.2. obtain for State the right to continue using the infringing items; or

14.6.1.3. modify the infringing items so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2. CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract, and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

14.6.2.1. for any software created for State under the Contract, the amount State paid to Contactor for creating it;

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14.6.2.2. for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and

14.6.2.3. for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

14.6.3.1. modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;

14.6.3.2. operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

14.6.3.3. combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7. **First Party Liability Limitation**

14.7.1. LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of $1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

14.7.2. PROVISOS. This paragraph limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph does not limit liability arising from any:

14.7.2.1. Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;

14.7.2.2. claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or

14.7.2.3. provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.3. PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all

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other cases, “purchase price” above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

14.7.4. NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured’s ability to claim against any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8. **Information Technology Warranty**

14.8.1. SPECIFIED DESIGN. Where the Scope of Work for information technology, Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

14.8.1.1. modified or altered by anyone not authorized by Contractor to do so;

14.8.1.2. maintained in a way inconsistent to any applicable manufacturer recommendations; or

14.8.1.3. operated in a manner not within its intended use or environment.

14.8.2. COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

14.8.2.1. to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

14.8.2.2. the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

14.8.2.3. it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.8.3. PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State’s inspection, testing, or payment.

14.9. **Specific Remedies.** Unless expressly stated otherwise elsewhere in the Contract, State’s remedy for breach of warranty under paragraph 14.8 includes, at State’s discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor’s payment of State’s additional, documented, and reasonable costs to procure materials or services equivalent in function,

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capability, and performance that was first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10. **Section 508 Compliance.** Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. §18-131 and §18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

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1. Definition of Terms: As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

   1.1. “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.

   1.2. “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

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

   1.4. “Contractor” means any person who has a Contract with the State.

   1.5. “Days” means calendar days unless otherwise specified.

   1.6. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

   1.7. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

   1.8. “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

   1.9. “Procurement Officer” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

   1.10. “Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

   1.11. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

   1.12. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.

   1.13. “State Fiscal Year” means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

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2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

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3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the

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express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

3.11. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

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

4.3. Applicable Taxes

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations

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and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract,

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

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6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

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

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

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7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.2.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.3. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or

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services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38- 511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports

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prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Phoenix, Arizona, 85007.

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	Exhibit 1 of Pricing Document: Pricing Sheet **Request for Proposal** **Solicitation No. BPM004541** **Communications Cabling Systems**	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

Please utilize ***BPM004541 Solicitation Attachment 12 - Pricing Document*** to submit Pricing

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	Experience and Capacity Questionnaire **Solicitation No. BPM004541** **Communications Cabling Systems**	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

Experience and Capacity Questions:

Question 1: Company Profile

The Offeror must include a narrative description of its organization. The narrative must include the following:

1.1 Brief overview of business operations, with an emphasis on experience in regards to the scope of work.

1.2 Date established;

1.3 Ownership (public, partnership, subsidiary, etc.);

1.4 Location in which the Offeror is incorporated;

1.5 Address of "Main Office" (e.g. Corporate Headquarters and any satellite offices responsible for performance of proposed tasks;

1.6 Offeror's organizational chart relevant to the Contract, specifically identifying the key point of contact for all questions related to the submitted offer.

1.7 Full disclosure of any potential conflict of interest between the Offeror and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the Contract;

1.8 A Statement of whether, in the last five (5) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details and current status;

1.9 A Statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP;

1.10 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted services;

1.11 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation with a Public sector client;

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1.12 Full disclosure of any Public Sector contracts terminated for cause or convenience in the past five (5) years; and,

1.13 Full disclosure of any criminal or civil offense.

1.14 Offeror shall provide evidence of any Arizona required business license to provide these services.

1.15 Offeror shall provide copies of any professional or industry certifications that represent the services detailed in this RFP.

Offeror Response:

1.1

Aspen Technologies is one of the state's premier infrastructure cabling contractors. With over 130 technicians in the field and corporate certifications for all of the major manufacturers, we are prepared to deliver our services to the State of Arizona for many years to come. Directly to the question regarding call center personnel and services, we provided our clients with infrastructure and do not provide second tier employment.

1.2

Aspen Technologies was established in 1991 and then purchased into its current ownership group in 2005.

1.3

Aspen Technologies is a dba of Level 7 Technologies LLC — an LLC corporation privately held by one individual.

1.4

Aspen Technologies is incorporated in and located in Arizona.

1.5

Aspen Technologies corporate office is located at 570 W Southern Ave, Tempe, AZ 85282.

1.6 Aspen Technologies org chart will be attached in our supplemental documentation and will identify Avery Aragaki and Raul Dayao who report directly to the ownership. They are responsible for this contract and its response.

1.7

There is no potential conflict of interest between Aspen Technologies and any State employee related to this contract.

1.8

Aspen Technologies has not filed any bankruptcy or insolvency proceeding in the history of the organization.

1.9

There are no pending SEC investigations involving Aspen Technologies.

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1.10

There are no active or pending litigation involving Aspen Technologies.

1.11

There are no active or pending litigation involving Aspen Technologies with a public sector client.

1.12

There are no public sector contracts terminated for cause or convenience in the history of Aspen Technologies.

1.13 There are no criminal or civil offenses in the history of Aspen Technologies.

1.14

Aspen Technologies has a K67 license with the Arizona Registrar of Contractors - #244588 and copy of the license will be attached in our supplemental documentation.

1.15

Aspen Technologies holds corporate certifications with the leading manufacturers of the communication cabling industry. We are certified to provide extended warranties for all of the products listed in the pricing section.

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Question 2: Company Experience

A. What market(s) are your current clients primarily in?

B. What experience do you have serving clients in Business Markets within the State of Arizona?

C. What is the range in size of your current clients?

D. Utilizing Attachment 10 (*BPM004541 Solicitation Attachment 10 – References*) provide at least three (3) examples that exhibit your experience with different types and sizes of Communications Cabling Systems-related goods/services for clients? Preferably one example should be a Public Sector client.

E. How long have you provided goods/services to your longest tenured client?

F. Why did your last three former clients cancel their contracts?

G. With what relevant trade and/or professional associations are you involved? How does this participation give you an advantage over your competition?

Offeror Response:

A. Aspen Technologies provides structured cabling statewide in Arizona and the surrounding Southwest United States. Communication cabling as the backbone for any organization spans the entire range of vertical markets as well.

B. Ci9•, State and Federal contracting are all encompassed by Aspen Technologies. Whether it be the courthouse in Surprise, the office of Arizona State Retirement Semices, Banner Health, Microsoft, AZ Cardinals Stadium or the new F3s Hangar at Luke Air Force Base, Aspen has done it all.

C. From multiple thousand seat call centers to small remote offices, Aspen Technologies has provided the Arizona market with premier communications cabling for over 30 years. From single workstation service tickets to the 3 million dollar project at VA Hospital there is no project too small or too large for our organization.

D. We don't consider our references as case studies, but successful relationships. Feel free to contact any of the references identified in this response.

E. Aspen Technologies still provides services to the client base of our origin — over 30 years ago.

F. Aspen Technologies has not had a contract cancelled by any former clients.

G. The communication cabling industry has one major trade association — BICSI. We have two (2) BICSI RCDDs on staff. Having that many Registered Communication Distribution Designers on staff provides the professional oversight to all of our business practices. The ever changing world of technology is brought front and center in the association's annual conference where continuing education is available and introduction to the latest advancements in the industry.

BICSI_RCCD WA.pdf Schenider TJ.pdf BICSI TJ.pdf

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Question 3: Financial/Accounting Information

Offeror must provide evidence of financial stability and capability to fund all costs associated with providing the services throughout the term of the Contract. The latest two (2) years audited annual financial statements including Total Revenue, Net Income, and Total Assets must be submitted with the Offeror's proposal. If audited financial data is unavailable, explain in full the reason, and provide the latest non-audited financial information to include Balance Sheet, Income Statement, as well as Statements of Cash flows and Change in Financial Position. Include information to attest to the accuracy of the information provided.

Offeror shall provide information regarding any irregularities that were discovered in any accounts maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

Offeror Response:

Aspen Technologies' financial strength is best represented by the three attachments included in our supplemental documentation. Our financials, bank letter of confidence and a letter from our bonding company. We are proud of our success and our ability to meet your needs for years to come.

Consolidated BS & IS YTD 12-31-20 Final.xl

Issued Financial Statements - 12 31 21

Question 4: Proposed Project Members and Organization

Utilize Attachment 5 (*BPM004541 Solicitation Attachment 5 - Key Personnel*) to identify Key Personnel to be utilized to perform services within a resultant contract.

In addition, also state the Members related experience with large local, state or federal government agencies.

Offeror Response:

Aspen Technologies is proud to present Fabian Jauregui, William Alms and Mike Tavoletti as the key personnel.

Org Chart.pdf

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Question 5: Subcontractors

Utilize Attachment 8 (*BPM004541 Solicitation Attachment 8 - Proposed Subcontractors*) to identify Proposed Subcontractors to be utilized to perform services within a resultant contract.

Offeror Response:

Aspen Technologies does not see any requirement to utilize subcontractors in the performance of the scope of work identified in the contract.

Question 6: Submit copies of all applicable certificates and licenses that support Offeror's ability to provide the related goods/services being proposed.

Offeror Response:

Attachment

Manufacturers Certifications.pdf

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Attachment 12: BAFO Pricing Document

Materials	Offeror Name: Level 7 Technologies (dba Aspen Technologies)

1. This is a list of Materials that will be under contract.
2. Please note that in the detail of the Specifications (Exhibit 1 to the Scope of Work) attached to this RFP, some of the categories may have limitations on the Manufacturers.
3. Column 3, the Item Description may be used to describe one product or a category of products;
4. Column 4, Price List Title & Date/No refers to any Product Lists or catalogues that the Offeror maintains. If no such list exist, please mark as N/A.
5. Column 5, if a Price List is provided, or of the Offeror chooses to Cost plus , the Offer is not required to fill in the List Price column and should mark as N/A.
6. The Offeror may choose to submit their offer for each Item below as Discount % off List Price OR Cost Plus but not both.

Item	Manufacturer Name	Description	Price List Title & Date/No	List Price	Discount % off List Price or MSRP (not labor)	*Cost plus % (not labor)
	BELDEN CORP	BROADCAST	4/1/2022			13%
	BELDEN CORP	CATV COAX	4/1/2022			13%
	BELDEN CORP	CONNECTIVITY	4/1/2022			13%
	BELDEN CORP	EQUIPMENT	4/1/2022			13%
	BELDEN CORP	EXCLUDES: Automation; Direct Attach; ICM; Industrial Connectivity, Wireless and LRC				
	BELDEN CORP	FIBER OPTICS	4/1/2022			13%
	BELDEN CORP	NEW GEN	4/1/2022			13%
	BELDEN CORP	PPC	4/1/2022			13%
	BELDEN CORP	PREMISE	4/1/2022			12%
	BELDEN CORP	PROVIDERS	4/1/2022			13%
	BELDEN CORP	SAFETY AND SECURITY	4/1/2022			13%
	BERK TEK INC		3/14/2022			13%
	CABLOFIL (LEGRAND)		1/2/2022			10%
	CHATSWORTH PRODUCTS, INC		1/3/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	BB FIBER	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	BFG	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	CA	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	COAX	4/1/2022			13%

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	COMMSCOPE ENTERPRISE SOLUTIONS	COPPER APPARATU	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	COPPER CABLE	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	ENCLOSURES	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	EXCLUDE: AI Apparatus, AI Cables, MOD Plugs CS-CommScope				
	COMMSCOPE ENTERPRISE SOLUTIONS	FBR OP JNG PT	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	FIBER APPARATUS	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	FIBER CABLE	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	FIBER DROP CABL	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	IMVISION	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	OSP COPPER APP	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	PANELS	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	POF	4/1/2022			13%
	CORNING OPTICAL COMMUNICATIONS	C&A	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	CAB	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	Cable	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	CLS	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	EXCLUDES: CMD; CMD H&E; SDP and Wireless				

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	CORNING OPTICAL COMMUNICATIONS	FOC	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	FOE	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	FOJ	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	FOX	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	PNP	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	XFO	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	XMD	4/18/2022			13%
	EATON COROPORATION	B-LINE	2/7/2022			13%
	GREAT LAKES DATA RACKS &		7/12/2021			10%
	HUBBELL PREMISE WIRING, INC		1/17/2022			13%
	LEVITON MFG CO	LEVITON	3/1/2022			13%
	OBERON COMPANY		4/1/2022			13%
	ORTRONICS INC (LEGRAND)		3/1/2022			13%
	Panduit	CA - CABINETS AND THERMALS	4/1/2022			13%
	Panduit	CB - CABLE GROUP	4/1/2022			13%
	Panduit	CO - COPPER NETWORK GROUP	4/1/2022			13%
	Panduit	Exclude: NK4 - NETKEY CABLE; NK10 - NETKEY FIBER ENCLOSURES qty 1 and NK12 - NETKEY OUTLETS qty 1 NO LIST available	4/1/2022			
	Panduit	EXCLUDES: Panduit offers many categories, if not called out above ALL OTHER Categories have been excluded. Along with any and all items that do not have a list price available	4/1/2022			
	Panduit	FB - FIBER NETWORK GROUP	4/1/2022			13%

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	Panduit	FR - FIBER RUNNER CABLE ROUTING GROUP	4/1/2022			13%
	Panduit	ID - IDENTIFICATION GROUP	4/1/2022			13%
	Panduit	NK - NETKEY NETWORK GROUP	4/1/2022			13%
	Panduit	OU - OUTLET NETWORK GROUP	4/1/2022			13%
	Panduit	PC - POWER CONNECTORS GROUP	4/1/2022			13%
	Panduit	PC1 - COPPER COMPRESSION POWER CONN	4/1/2022			13%
	Panduit	PC2 - ALUMINUM COMPRESSION POWER CONN	4/1/2022			13%
	Panduit	PC3 - TAPS/REDUCERS COMPRESSION POWER CONN	4/1/2022			13%
	Panduit	PC4 - COPPER MECHANICAL POWER CONN	4/1/2022			13%
	Panduit	PC5 - ALUMINUM MECHANICAL POWER CONN	4/1/2022			13%
	Panduit	PC6 - MULTI-TAP ALUMINUM MECH POWER CONN	4/1/2022			13%
	Panduit	PC8 - CONTRACTOR GROUNDING	4/1/2022			13%
	Panduit	PI - PHY INF & ACCESSORIES	4/1/2022			13%
	Panduit	PV - PHYSICAL INFRASTRUCTURE MANAGEMENT	4/1/2022			13%
	Panduit	RK - RACK & CABLE MANAGEMENT GROUP	4/1/2022			13%
	Panduit	SR - PAN-WAY SURFACE RACEWAY GROUP	4/1/2022			13%
	Panduit	STB - PAN-STEEL STAINLESS STEEL BULK GROUP	4/1/2022			13%
	Panduit	WD - WIRING DUCT GROUP	4/1/2022			13%
	SIEMON COMPANY		4/15/2022			13%
	SUPERIOR ESSEX COMMUNICATIONS		3/1/2022			13%

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	TRIPP MFG. CO.		4/1/2022			13%
	WBT	nVent CADDY Performance Cable Tray	12/1/2021			10%
	WIREMOLD COMPANY (LEGRAND)	Code A	3/14/2022			13%
	WIREMOLD COMPANY (LEGRAND)	Code B	3/14/2022			13%
	WIREMOLD COMPANY (LEGRAND)	Code C	3/14/2022			13%
	WIREMOLD COMPANY (LEGRAND)	Code D	3/14/2022			13%
	WIREMOLD COMPANY (LEGRAND)	Code G	3/14/2022			13%

Labor		Offeror Name				
Item	Class-Item Description	Quantity	Unit	Unit Price	Discount	Total
1	OSP Cabling Technician	1.00	HR	$41.10		$41.10
2	ISP Cabling Technician	1.00	HR	$42.25		$42.25
3	Cabling Lead Forman / Supervisor	1.00	HR	$46.04		$46.04
4	Project Manager, Cabling	1.00	HR	$52.98		$55.00
5	CAD Drafter	1.00	HR	$46.00		$46.00
					Subtotal:	$230.29
					Tax:	0.00
					Freight:	0.00
					Discount:	0.00
					TOTAL:	$230.29

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Request for Proposal

Solicitation No.
BPM004541
Description:
Communications Cabling Systems

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 305
Phoenix, AZ 85007

Optional Services, the Offeror may whether to offer or not.

Labor (Optional only)		Offeror Name				
Item	Class-Item Description	Quantity	Unit	Unit Price	Discount	Total
1	GIS Mapping : Using Geographic Information Systems (GIS) to map out where fiber or other cables are installed and used to allow the State to see where it can better connect into a fiber (or other cabling) system.	1.00	HR			N/A
2	BIM Modelling: Building Information modelling (BIM) involves the generation and management of digital representations of physical and functional characteristics of places	1.00	HR			N/A

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	Request for Proposal **Solicitation No. BPM004541** **Communications Cabling Systems**	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

BAFO Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Communications Cabling Systems in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:				
	Date	Signature		
Revised Offers:				
	Date	Signature	Date	Signature
	Date	Signature	Date	Signature
Best and Final Offer:	09/20/22	Avery Aragaki		
	Date	Signature		

Level 7 Technologies (dba Aspen Technologies)	Avery Aragaki
Offeror company name	Signature of person authorized to sign Offer
570 W. Southern Ave.	Avery Aragaki- Executive Account Manager
Address	Printed name and title
Tempe, AZ 85282	Avery Aragaki- Executive Account Manager
City | State | ZIP	Contact name and title
20-3398943	aaragaki@aspentecchaz.net
Federal tax identifier (EIN or SSN)	Contact Email Address / Contact phone number

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

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. § 41−1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; ad
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

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

State's Contract Number is: ADSP017-169276 **Contract Effective Date:** 09/20/22

Procurement Officer Signature / Award Date	Procurement Officer Name / Title

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	Forced Labor of Ethnic Uyghurs Ban		
	Solicitation No.: BPM004541	PAGE 1	**State of Arizona** **State Procurement Office** 100 N 15th Avenue, Ste 350 Phoenix, AZ 85007
	Description: Communications Cabling Systems	OF 1	

Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Offeror shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 *et seq*., all offerors must select one of the following:

☒ The Company submitting this Offer **does not** use, and agrees not to use during the term of the contract, any of the following:

- Forced labor of ethnic Uyghurs in the People's Republic of China;
- Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
- Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

☐ The Company submitting this Offer **does** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.

☐ **Exempt Contractor**

Indicate which of the following statements applies to the Contractor (may be more than one):

☐ Contractor is a sole proprietorship;

☐ Contractor has fewer than ten (10) employees; and/or

☐ Contractor is a non-profit organization.

Aspen Technologies	Avery Aragaki
Company Name	Signature of person authorized to sign
570 W. Southern Ave	Avery Aragaki Sr Account Rep
Address	Printed name and title
Tempe, AZ 85282	aaragaki@aspentechaz.net 480.305.1506
City, State, ZIP	Contact email address Contact phone number

Docusign Envelope ID: 5C4AA813-658D-4816-A80F-6C1558F8BC5F

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

LEVEL 7 TECHNOLOGIES, LLC
CABLING COMMUNICATIONS SYSTEMS

EXHIBIT B
SCOPE OF WORK AND PRICING

See the following pages.

Docusign Envelope ID: 5C4AA813-658D-4816-A80F-6C1558F8BC5F

Project Cost Estimate ***STATE CONTRACT # CTR062460*** ***02/11/2025***

Company: **Paradise Valley**
Project: **Dispatch Stations**
Quote # **26-25001C REV.2**

Thank you for the opportunity to provide you with a cost estimate to install communications cabling. This proposal is based on facility prints. Assumptions have been made to reflect quantities and install standards based on the previous project installation guidelines and directions.

1. ***Horizontal Communication Cabling:***
   - **1.1.** Provide and install (24) Category-6, 4-pair, plenum communication cable for the data locations.
   - **1.2.** Horizontal cabling specifications are as follows:
     - 1.2.1. (8) Category-6 cables to (3) workstations
     - 1.2.2. Terminate (2) existing Category-6 cables to (3) workstations
   - **1.3.** All Category-6 cables will be terminated on Category-6 jacks at the workstation. Category-6 cables will terminate on 48-port, Category-6 patch panels in the IDF.
   - **1.4.** Provide and install (1) 48-port, empty, patch panel.
   - **1.5.** Provide and install (60) Category-6 jacks for workstation terminations.
     - 1.5.1. Communications jacks will be housed in port-appropriate faceplates.
   - **1.6.** Provide (10) 6’ Category-6 patch cables.
   - **1.7.** Labor for patching and cross-connecting of the communications cabling is not included in this proposal.
   - **1.8.** Provide labor to test cables to manufacture’s standards.
   - **1.9.** Provide labor to coil existing communications cables in the ceiling.

General Conditions:

1) Aspen Technologies will label all cables with permanent wrap-around-type computer generated labels in the communications rooms and at the workstation. Specific Customer numbering schemes will be discussed prior to the commencement of project.
2) Aspen Technologies will install the necessary cable support for each cable pathway following the industry standard practices of BICSI and the NEC Code.
3) Aspen Technologies will provide and install ¼” rod hangers and ¾” wide J-hooks to support the communication cables throughout the accessible ceiling space. J-hook size will be dependent on the quantity of cables in a cable run.
4) The pathway/conduit provided by others will be installed in accordance with NEC guidelines and will be free of defects and/or other obstructions.
5) Aspen Technologies is not responsible for any construction delays caused by manufacturers or distributors, product availability and delivery.

Docusign Envelope ID: 5C4AA813-658D-4816-A80F-6C1558F8BC5F

Pricing for Solution:

Client: ***Paradise Valley*** ***Project:*** ***Dispatch Stations*** ***Date:*** ***02/11/2025***	

Proposal # 26-25001C REV.2

Description	Labor	Material	Totals
Base Package Pricing	**$4,365.39**	**$3,833.96**	**$8,199.35**

Please reference the proposal number on all purchase orders and correspondence.

PAYMENT TERMS:

- **50% of the total contract price due before the job starts; and the balance billed monthly based on Aspen Technologies' estimated percentage of completion, which will include work performed, materials installed & stored materials as of the month end.**
- **Invoices shall be due within 15 days of the invoice date. Past due invoices are subject to a LATE PAYMENT SERVICE CHARGE computed at 2% per month.**
- **Aspen Technologies has the right to file a grievance/violation with the Register of Contractors should any item arise during the contract.**
- **In case of a delay or material price increase, or equipment during the performance of the contract through no fault of Aspen Technologies, the Contract Sum, time of completion, or contract requirements shall be equitably adjusted by Change Order.**

Sales Tax: Unless otherwise noted the proposed price **does not** include Sales Tax. Sales Tax will be charged on the invoices if applicable.

Proposal Period: This proposal is **valid for 30 days**.

Project Scope: The project scope contained herein is Aspen Technologies understanding and interpretation of the subject project. All pricing is based on the project scope. Any change to the project scope will result in a change in the pricing. Any alterations or deviations from the above specification involving extra cost will be executed only upon written orders and may become an **extra** charge over and above the proposed price.

Work Hours: All work to be performed during normal business hours. There is no overtime allotted for in this proposal at this time.

Job Site Requirements: Customer will provide Aspen Technologies installation and operations personnel full access to work areas without undue delay. Any delay will result in extra billing at Aspen Technologies labor rate. Aspen Technologies will remove all job-related debris from the job site. All fixtures and furniture moved by Aspen Technologies personnel will be returned to their original position prior to job completion.

Project Schedule: Aspen Technologies will make all reasonable efforts to observe the dates indicated herein for installation or other performance, however Aspen Technologies shall not be liable for delay in performance due to unforeseen circumstances or causes beyond its control, including without limitation weather conditions, strike, lockout, riot, war fire, act of God, accident, delays caused by any supplier or by the Customer, inability to obtain or substantial rise in the cost of labor or materials or compliance with any law, regulation or order. Performance shall be deemed suspended during and extended for such time as any such circumstances or cause delay its execution. We are responsible for any delays that Aspen is directly responsible for.

Docusign Envelope ID: 5C4AA813-658D-4816-A80F-6C1558F8BC5F

Warranties; Damage; Liability: All material is guaranteed to be as specified. All work is to be completed in a professional manner according to standard installation practices. All material and labor supplied by Aspen Technologies will be guaranteed for 1 year or extended per the specific warranty provided by the solution.

Aspen Technologies obligations and Customer's remedies under this warranty are limited to the repair or replacement at Aspen Technologies option, of any materials or labor furnished hereunder which shall be found defective during such a 1-year period. Aspen Technologies may reject any warranty claim not promptly reported and on any item that has been altered, abused, or misused, except by Aspen Technologies. Damage caused by the Customer's Telephone Company, pests or normal wear and tear is excluded from this warranty. Any repairs requested by the Customer which are excluded from the terms of this warranty may be performed by Aspen Technologies on a time and materials basis at Aspen Technologies then prevailing rates.
There are no warranties, which extend beyond the description of the face hereof. In no event shall Aspen Technologies be liable to the customer for incidental, consequential, special, or punitive damages. In no event shall Aspen Technologies be liable for damages hereunder, if any, exceeding the amounts paid by the customer to Aspen Technologies for the products and services under this contract.

Confidentiality: All information including but not limited to descriptions of work to be performed and parts lists, contained in this proposal or otherwise provided to the customer in connection with the negotiation of performance of this contract is of a proprietary nature, customer shall receive such information in confidence and shall not without Aspen Technologies prior written consent disclose such information to third parties or use such information for any purpose other than to evaluate the proposal contained herein.

All items set forth in this proposal are acceptable and agreed upon.

ASPEN technologies

Paradise Valley

By: *Fabian Jauregui*

By: DocuSigned by: Andrew Ching 5B8E4040A9944A3...

Title: Director of Operations

Title: Town Manager

Date: February 11th, 2025

Date: 2/21/2025

Job #: 26-25001C REV.2

PO #:

☐ **Project Price** **$8,199.35**

Aspen Technologies AZ ROC# 244588 570 West Southern Ave., Tempe, AZ 85282
Phone (480) 315-1700 **Fax** (480) 315-1800 **www.aspentechaz.com**

Docusign Envelope ID: 5C4AA813-658D-4816-A80F-6C1558F8BC5F

ACCEPTANCE / AUTHORIZATION TO COMMENCE WORK

_____ represents that the individual signing this proposal agrees to the scope of work and the payment terms as detailed above and has the authority to bind this agreement.

Accepted By:

Company Name: Town of Paradise Valley

Signature: DocuSigned by: Andrew Ching 5B8E4040A9944A3... Printed Name: Andrew Ching

Property Owner:

Name: Town of Paradise Valley Phone Number: 480-948-7411

Mailing Address: 6401 E Lincoln Drive, Paradise Valley, AZ 85253

Billing Information:

A/P Address: _____

A/P Name: _____ A/P Phone # _____

A/P Email Address: _____

(Please select one) Is e-mail the preferred method for invoices? Yes_____ No_____

Is a P.O. # required? Yes_____ No_____ Tax exempt*? Yes_____ No XXX

**If Tax exempt, provide a "Transaction Privilege Tax Exemption Certificate" from applicable state. If in AZ this is the AZ Dept. of Revenue Form 5000*

Docusign Envelope ID: 5C4AA813-658D-4816-A80F-6C1558F8BC5F

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

LEVEL 7 TECHNOLOGIES, LLC
CABLING COMMUNICATIONS SYSTEMS

EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Freeman Carney, Chief of Police
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

Action Report

File #: 26-193

AGENDA TITLE:
Discussion and Possible Action to Approve Resolution 2026-10 Recognizing the Paradise Valley Youth Council as an Independent and Self-Governing Civic Organization Dedicated to Serving the Youth of Paradise Valley

RECOMMENDATION:
Approve Resolution No. 2026-10.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY

STAFF REPORT

TO: **Mayor Stanton and Town Council Members**

FROM: **Andrew B. Ching, Town Manager**

DATE: **June 11, 2026**

DEPARTMENT: Town Manager
Andrew B. Ching, 480.348.3533
Andrew McGuire, Town Attorney, 480-348-3691

AGENDA TITLE:
Discussion and possible action approving Resolution 2026-10 recognizing the Paradise Valley Youth Council.

SUMMARY STATEMENT:

A group of high school age Paradise Valley residents have organized over the last year to form the Paradise Valley Youth Council. At a Study Session scheduled for June 11, 2026, members of this Youth Council will have presented an overview of their history, structure, and activity over the last year, as well as their request for official recognition by the Town of Paradise Valley. The resolution attached to this staff report, if approved, would officially recognize the Paradise Valley Youth Council. It does not establish the Youth Council as a board or commission of the Town, although the Mayor will have the authority to appoint a member of Council as a liaison to the Youth Council on an annual basis.

BUDGETARY IMPACT:

The Town could cover the $90.00 registration fee for the League of Cities and Towns Youth Conference (up to six youth and one adult chaperone), and the cost of a PV-branded polo shirt for the attendees (approximately $35.00 per person), which would be within the Town's budget authority. Because the Paradise Valley Youth Council is independent and self-governing, any Town staff time spent in assisting the Youth Council is expected to be minimal. The Youth Council currently uses the Town Hall Community Room for its meetings, and this use is permitted by the use policy for the Community Room. There is no charge for this use for them or any permitted user.

RECOMMENDATION:

Staff recommends Council approve Resolution 2026-10 recognizing the Paradise Valley Youth Council.

ATTACHMENT(S):

A. Staff Report
B. Resolution 2026-10
C. Youth Council Regional Comparisons

RESOLUTION NUMBER 2026-10

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA RECOGNIZING THE PARADISE VALLEY YOUTH COUNCIL AS AN INDEPENDENT AND SELF-GOVERNING CIVIC ORGANIZATION DEDICATED TO SERVING THE YOUTH OF PARADISE VALLEY.

WHEREAS, the Town of Paradise Valley (the "Town") encourages and supports the volunteer efforts of its residents in service to the Town, including service as the Mayor and Town Council (the "Town Council"), board and commission members, municipal judges, police volunteers, and the like; and

WHEREAS, the youth of Paradise Valley have not historically had specific volunteer opportunities with the Town; and

WHEREAS, the Paradise Valley Youth Council (the "Youth Council") organized over the last year to provide Paradise Valley youth an organization dedicated to civic and cultural enrichment, as well as volunteer opportunities within the community; and

WHEREAS, the Youth Council has been active in the community and with the Town, including volunteering at the Veteran's Car Show, the annual Martin Luther King Junior event, field trips to the Police Department and the Court, and numerous other civic minded activities; and

WHEREAS, the Youth Council has respectfully requested the Town's support through the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Paradise Valley, Arizona, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Youth Council is hereby recognized as an independent and self-governing civic organization dedicated to serving the youth of Paradise Valley and the Paradise Valley community through civic, cultural, and charitable activities.

Section 3. The Youth Council will not function as a board or commission of the Town, and is advisory only to the Mayor. Accordingly, no agenda posting or meeting minutes will be required. However, the Mayor is authorized to appoint from time to time a member of the Town Council to serve as a volunteer liaison to the Youth Council.

Section 4. The Mayor is authorized to provide the Youth Council with the opportunity to attend specified civic training and learning opportunities, including the annual League of Cities and Towns Youth Conference.

Section 5. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Town Council of the Town of Paradise Valley this 11th day of June 2026.

Mark Stanton, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney

Selected regional municipalities with recognized youth organizations and how/when they were established

Avondale:	Youth Advisory Commission established by ordinance, 2009
Chandler:	Mayor's Youth Commission established by ordinance, 2011
Fountain Hills:	Fountain Hills Mayor's Youth Council established by the mayor, 2016
Glendale:	Mayor's Youth Advisory Commission established by the mayor, 1986
Goodyear:	Goodyear Youth Commission established by ordinance, 2007
Mesa:	Mayor's Youth Committee established by the mayor, 1978
Peoria:	Youth Advisory Board established by ordinance, 1976
Phoenix:	Youth and Education Commission, established by ordinance, 2013
Scottsdale:	Mayor's Youth Council established in late 1980s, not in charter or code
Tempe:	Mayor's Youth Advisory Commission established by ordinance, 1997

Action Report

File #: 26-181

AGENDA TITLE:
Discussion and Possible Action Regarding Liquor License Owner Transfer for the Kimpton Miralina Resort & Villas

RECOMMENDATION:
Forward the Kimpton Miralina Resort & Villas application for a Series 6 Bar Liquor License Owner Transfer to the Arizona Department of Liquor Licenses and Control with a recommendation for approval.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY

STAFF REPORT

TO: **Mayor Stanton and Town Council Members**

FROM: **Andrew B. Ching, Town Manager**
Duncan Miller, Town Clerk

DATE: **June 11, 2026**

DEPARTMENT: Town Manager
Duncan Miller, 480-348-3610

AGENDA TITLE:
Discussion and Possible Action Regarding Liquor License Owner Transfer for the Kimpton Miralina Resort & Villas

RECOMMENDATION:
Forward the Kimpton Miralina Resort & Villas application for a Series 6 Bar Liquor License Owner Transfer to the Arizona Department of Liquor Licenses and Control with a recommendation for approval.

SUMMARY STATEMENT:
Amy Nations, agent for SPR Hotel Concessions LLC, d.b.a. Kimpton Miralina Resort & Villas, applied to the Arizona Department of Liquor Licenses and Control for an owner transfer of Series 6 Bar liquor license. The Town has reviewed the application and posted a public notice on the property. The Town finds no reason to oppose the request.

BACKGROUND:
Under Arizona law, the Series 6 Bar license authorizes the sale of all types of spirituous liquor for consumption on and off the licensed premises.

The Department of Liquor Licenses and Control (DLLC) has the primary responsibility to review the application and conduct a comprehensive investigation, which may include site visits, interviews, and detailed background checks on all listed LLC members and principals. Applicants must also demonstrate financial stability.

Town's Role in Reviewing Applications
When a liquor license application is filed with the state, the DLLC forwards a copy to the local jurisdiction. The Town Clerk files a copy for public inspection and posts a public

hearing notice and copy of the application for a period of 20 days in a conspicuous place on the premises where the business is to be conducted. The notice specifies that any person residing or owning/leasing a property within a one-mile radius from the premises proposed to be licensed may submit written comments in favor of or opposed to the issuance of the license to the Town Clerk.

Pursuant to A.R.S.§ 4-201(c), the Town Council must vote to recommend whether to approve or deny the license within 60 days after the filing of the application.

Application Summary
The Kimpton Miralina Resort & Villas (previously the Scottsdale Plaza Resort) is located at 7200 N. Scottsdale Road. The property has historically had a liquor license dating back to the early 1970s when it was the Sheraton Scottsdale Inn. The application requests a transfer of the existing license to the new owner.

Public notice and a copy of the application were posted on the property on May 21, 2026. No public comments were received in support of or opposition to the application. The Paradise Valley Police Department has reviewed the application and finds no reason to oppose it. Additionally, the Community Development Department has no objections to the application insofar as issuance of a liquor license is consistent with the Special Use Permit – Resort for this property.

The recommendation is for the Town Council is to enter an order in favor of the application and forward it to the State Liquor Board for approval.

ATTACHMENT(S):

A. Staff Report
B. Memo – Paradise Valley Police Department
C. Memo – Community Development Department

PARADISE VALLEY POLICE DEPARTMENT

6433 E. Lincoln Drive
Paradise Valley, Arizona 85253-4328

www.ParadiseValleyPD.com

Freeman Carney
Chief of Police

Phone: (480) 948-7418
Fax: (480) 998-0877

June 2, 2026

Town Of Paradise Valley
Attn: Clerk Duncan Miller
6401 E. Lincoln Dr.
Paradise Valley, AZ 85253

Dear Mr. Miller,

The Paradise Valley Police Department has received and reviewed the applications filed by the Kimpton Miralina Resort & Villas for a liquor license transfer to Amy S. Nations (Agent) and Colm O'Brien (Premises Manager). Based upon the information in the application and an internal review of the Paradise Valley Police Department records, I find no reason to object to the petitioner's application for this liquor license transfer as submitted.

Best regards,

Freeman Carney
Chief of Police
Paradise Valley Police Department

MEMORANDUM

DATE: June 1, 2026

TO: Duncan Miller, Town Clerk

FROM: Chad Weaver, Community Development Director

SUBJECT: Kimpton Miralina Resort and Villas– 7200 N. Scottsdale Road
Transfer of Liquor License

I am aware of the application for a liquor license transfer for the Kimpton Miralina Resort and Villas, located at 7200 N. Scottsdale Road. This property has historically had such a license and the typical uses associated with the license are in accordance with the Special Use Permit for this property.

Action Report

File #: 26-190

AGENDA TITLE:
Discussion and Possible Action to Approve the First Amendment to the Linking Agreement (CON-25-003-POL) with PFVT Motors, LLC for Purchase of Vehicles Budgeted in Fiscal Year 2026/2027

RECOMMENDATION:
Approve and Authorize the Town Manager to execute the First Amendment to the Linking Agreement with PFVT Motors, LLC (CON-25-003-POL-A1) to purchase eight vehicles in Fiscal Year 2027 in an amount not to exceed $490,000.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY

STAFF REPORT

TO: **Mayor Stanton and Town Council Members**

FROM: **Andrew B. Ching, Town Manager**
Isaac Chavira, Public Works Director
Robert Deserano, Public Works Superintendent

DATE: **June 11, 2026**

DEPARTMENT: Public Works
Robert Deserano 480-348-3689

AGENDA TITLE:
Discussion and Possible Action to Approve the First Amendment to the Linking Agreement (CON-25-003-POL) with PFVT Motors, LLC for Purchase of Vehicles Budgeted in Fiscal Year 2026/2027

RECOMMENDATION:
Approve and Authorize the Town Manager to execute the First Amendment to the Linking Agreement with PFVT Motors, LLC (CON-25-003-POL-A1) to purchase eight vehicles in Fiscal Year 2027 in an amount not to exceed $490,000.

- Contract No. CTR059322 to purchase two (2) Ford Police Interceptors.
- Contract No. CTR059322 to purchase two (2) Ford F150 Police Super Crew
- Contract No. CTR059322 to purchase one (1) Electrical Vehicle Community Development
- Contract No. CTR059322 to purchase one (1) Ford Explorer Detective
- Contract No. CTR059322 to purchase one (1) Ford Bronco Administration
- Contract No. CTR059322 to purchase one (1) Ford F550 PW Landscape Truck

The eight (8) vehicles will be purchased after July 1, 2026, not to exceed $**490,000.00**.

SUMMARY STATEMENT:
The Town's Fleet Department is recommending the purchase of eight (8) vehicles, 7 of the vehicles have been identified for replacement due to age, mileage, and mechanical instability and failure and one new electric vehicle to be added to the fleet.

BUDGETARY IMPACT:
The amount required to complete this project is **$476,851.00** The amount requested in the FY26-27 budget is **$490,000.00.**

1. Purchase Electric Vehicle: Community Development.
    1. The vehicle will be an addition to the fleet

2. Replace: 2018 Chevrolet Tahoe – unit #56 is used by the Police Department for patrol.
    - Purchased 2018.
    - The vehicle has an odometer reading of 111,480 miles.
    - The vehicle is 7 years old.
    - (Transmission failed need replaced)

    Replace: 2019 Chevrolet Tahoe – unit #60 is used by the Police Department for patrol.
    - Purchased 2019.
    - The vehicle has an odometer reading of 105,635 miles.
    - The vehicle is 8 years old.
    - Unit has passed replacement miles and due to age

    Replace: 2020 Chevrolet Tahoe – unit #61 is used by the Police Department for patrol.
    - Purchased 2020.
    - The vehicle has an odometer reading of 99522 miles.
    - The vehicle is 6 years old.
    - (Engine Failed needs replaced)

    Replace: 2020 Chevrolet Tahoe – unit #62, and unit # is used by the Police Department for patrol.
    - Purchased 2019.
    - The vehicle has an odometer reading of 97,080 miles.
    - The vehicle is 7 years old.
    - (Engine Failed needs replaced)

    Replace: 2017 Toyota Camry – unit 01
    - Purchased 2017
    - The vehicle has an odometer reading of 98,800 miles.
    - The vehicle is 9 years old
    - Unit has passed replacement miles and age

    Replace: 2014 Chevrolet Equinox unit 08
    - Purchased 2014
    - The vehicle has an odometer 111,345
    - The vehicle is 12 years old
    - Vehicle is due to be replaced in FY27
    - Unit has passed replacement miles and age

3. Replace: 2014 Ford F550 Landscape Truck for Streets Department
   - Purchased 2014
   - The vehicle has an odometer of 44,628
   - The vehicle is 12 years old
   - Unit has passed replacement age

Vehicle	**Primary Use**	**Vehicle Cost**
Two (2) 2025 Ford Explorer Interceptor's	Patrol	**$118,996.0**
2026 Electrical Vehicle	Community Development	**$47,549.00**
Two (2) 2026 F150 Super crew	Patrol	**$123,951.00**
One (1) 2025 Ford Bronco	PD Administration	**$53,650.00**
One (1) 2025 Ford Explorer	Detective	**$45,650.00**
One (1) Ford F550 Landscape Truck	PW Streets	**$87,055.00**
	Total	**$476,851.00**

The purchase of these vehicles is contingent upon approval of the FY 26-27 budget. If approved, staff will begin the purchase process immediately at the beginning of the fiscal year as the delivery time of the vehicles could take six months or more. ***This request is for the procurement of vehicles only. This request does not include any vehicle equipment upfitting, which will be procured separately.***

The Town will take advantage of prices quoted to the State through a competitive bid process and purchase the patrol vehicles by using the Arizona State Vehicle Contracts.

ATTACHMENT(S):

A. Staff Report
B. Linking Agreement and Amendment
C. Vehicle quotes

FIRST AMENDMENT
TO THE
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
PFVT MOTORS LLC

THIS FIRST AMENDMENT TO THE LINKING AGREEMENT (this "Amendment") is entered into as of _____, 2026, between the Town of Paradise Valley, an Arizona municipal corporation (the "Town"), and PFVT Motors, LLC, a Delaware limited liability company, (the "Vendor"). The Town and the Vendor are the only parties to this Amendment; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Parties entered into the Linking Agreement No. CON-26-005-PBW, dated August 1, 2025, for the Vendor to provide vehicles (the "Agreement").

B. The Town has determined that it needs to purchase additional vehicles from the Vendor, as outlined in the vehicle list attached hereto as Exhibit A and incorporated as if fully set forth herein (the "Additional Services").

C. The Parties desire to enter into this Amendment to (i) extend the term of the Agreement and (ii) provide for the increase in compensation to the Vendor for the Additional Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Vendor hereby agree as follows:

1. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this Amendment have the same meanings as contained in the Agreement.

2. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until March 16, 2027, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

3. Compensation. The Town shall increase the compensation to the Vendor by $490,000, resulting in an increase of the combined not-to-exceed compensation from $300,000 to $790,000.

4. Effect of Amendment. The Agreement is affirmed and ratified, and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

5. Non-Default. By executing this Amendment, the Vendor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Amendment, under any of the terms or conditions of the Agreement, and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Amendment are forever waived.

6. Conflict of Interest. This Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

7. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Vendor warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, as amended, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Vendor becomes aware that it is not in compliance with this paragraph, the Vendor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Vendor fails to provide a written certification that the Vendor has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on its termination date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this instrument as of the date and year first set forth above.

"**Town**"

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

Andrew Ching, Town Manager

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld P.L.C.

"**Vendor**"

PFVT MOTORS INC.,
a Delaware limited liability company

Signature

Name

Title

EXHIBIT A
TO THE
FIRST AMENDMENT TO THE LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
PFVT MOTORS LLC

[Additional Services]

Vehicle	**Primary Use**	**Units**
2025 Ford Explorer Interceptor's	Patrol	2
2026 Electrical Vehicle	Community Development	1
2026 F150 Super Crew	Patrol	2
2025 Ford Bronco	PD Administration	1
Ford Explorer	Detective	1
Ford F550 Landscape Truck	Public Works Streets	1

DocuSign Envelope ID: FD48A8BE-B042-4758-B500-B985C96209CC

LINKING AGREEMENT
FOR COOPERATIVE PURCHASES

PFVT MOTORS, LLC.
NEW VEHICLE PURCHASE

This Linking Agreement for Cooperative Purchase (this "**Agreement**") is made and entered into on March 6, 2024 (the "**Effective Date**") by and between the Town of Paradise Valley, an Arizona municipal corporation (the "**Town**"), and, PFVT Motors, LLC a Delaware Limited Liability Company authorized to do business in Arizona (the "**Contractor**"), whose principal place of business is located at: 9130 West Bell Road, Peoria, AZ 85382. The Town and Contractor are the only parties to this Agreement; they are each individually a "**Party**," and together they are the "**Parties**."

RECITALS

A. On March 17, 2022 after a competitive procurement process, the Arizona Department of Transporation entered into Contract No. CTR059322, with the Contractor (the "**Base Agreement**") to purchase goods and services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A**, and the terms of the Base Agreement are incorporated herein by reference to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies, including the Town.

B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. The Town desires to contract for goods or services identical or nearly identical to the goods or services the Contractor is providing other units of government under the Base Agreement, and the Contractor desires to provide such goods and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Contractor and the Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Scope of Work; Terms, Conditions, and Specifications.

   1.1. The Contractor shall provide the Town the goods and/or services, generally described as 2023 F250 Ford Crew Cab , and more particularly identified in the Quote dated January 23, 2024 (the "**Scope of Work**") attached hereto as **Exhibit B** and incorporated herein by reference.

   1.2. The Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in

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Exhibit C. For the purposes of this Agreement, all references to the State of Arizona, Eligible Agency, or Buyer in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

1.3. The Contractor shall comply with all the Town's specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit B or C and the Base Agreement, Exhibits B and C take precedence.**

1.4. The Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2. Payment. Payment to the Contractor for the services, materials, or equipment provided shall be made in accordance with the terms and conditions of the Base Agreement and the price set forth in **Exhibit B**. The total compensation for the goods or services purchased under this Agreement shall not exceed $51,043.33.

3. Contract Term and Renewal.

3.1. This Agreement shall be effective as of the date first set forth above, and shall remain in full force and effect until March 16, 2024 unless terminated, canceled, or extended as otherwise provided in this Agreement.

3.2. The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the Contractor notice of its intent to extend this Agreement.

3.3. Upon the expiration of the Base Agreement, including any authorized renewals thereof, the Town may, at its option, extend this Agreement on a month-to-month basis for a maximum of six months. The purpose of such month-to-month extensions, if any, shall be to allow for the Town's procurement processes in the selection of a vendor to provide the services or materials provided under this Agreement.

4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including, without limitation, the requirement to name the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the Contractor shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.

5. E-Verify. The contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

6. Boycott of Israel Prohibited. To the extent Title 35 applies to this Agreement, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

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7. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.

8. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

9. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement or the Base Agreement will in no way be construed as limiting the scope of the indemnity in this section.

11. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

DocuSigned by:
By: Andrew Ching
5B8E4040A9944A3...
Andrew Ching, Town Manager

PFVT MOTORS, LLC
a Delaware limited liability company:

By: _____
Name: Chad Riccio
Title: GOVERNMENT MANAGER

ATTEST:

DocuSigned by:
Duncan Miller
FD56FF67A95043D...
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

DocuSigned by:
6C9F79CECF0C427...
Andrew J. McGuire, Town Attorney

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

PFVT MOTORS, LLC.
NEW VEHICLE PURCHASE

EXHIBIT A
BASE AGREEMENT

See attached: New Vehicle Purchases, Contract No. CTR059322, Date March 17, 2022

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ADOT
Procurement

OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

PFVT Motors, LLC dba Peoria Ford
Offeror (Company) Name

Signature of Person Authorized to Sign Offer

9130 W Bell Rd
Address

Sandra Gonzalez 1/18/22
Printed Name Date

Peoria AZ 85382
City State Zip

Government Manager
Title

sgonzalez@peoriaford.com
Email Address

480-696-5930
Phone Number

Jmoser@ytaig.com
Company Email Address

NA
Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059322 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 17th day of March 2022

DocuSigned by:
[signature]
Procurement Officer

3/10/2022
Awarded Date

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Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (https://app.az.gov/) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

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1. Statement of Need

1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for New Vehicle Purchase.

2. Introduction and Background

2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

2.3 The following are the Three Categories covered in this Scope of Work:

- **Category One: Phase One (1) Vehicle Purchases**
- **Category Two: Phase Two (2) Vehicle Purchases**
- **Category Three: FTA Funded Vehicles**

3 General Requirements

3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.

3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.

3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.

3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

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3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.

3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.

3.9 The following documents shall be provided upon delivery of the vehicle(s):

3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
3.9.2 Warranty Document
3.9.3 Manufacturers unaltered invoice
3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
3.9.5 Level 1 Inspection if applicable, completed before delivery

3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.

4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.

4.3 The following fuel types are allowable under this contract are to include but are not limited too.

4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
4.3.2 Diesel

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4.3.3 Gasoline
4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
4.3.5 Hybrid-Electric Vehicles (HEV)
4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)
4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment

4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request)

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows
4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.
a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning
a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors
a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.
b. Back up Camera

4.5.12 Spare tire
a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.
b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

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a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.
b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor's Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department's Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

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1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

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7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix.

For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed In accordance with the requirements of the contract.
Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address Indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Applicable payment terms
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased

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- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.

a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

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g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

2 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

3 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, 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 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

5 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be

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clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State. All pricing should reflect the minimum percentage of MSRP.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

2 At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.

3 This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.

4 Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.

5 The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.

6 Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

16. PRODUCT DISCONTINUANCE

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In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.

2. Documentation from the manufacturer that names the replacement product or model.

3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

A. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

B. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

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19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

21.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

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warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

21.3 Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

Policy shall include bodily injury, property damage, and broad form

contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

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

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

21.3.2 Business Automobile Liability

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

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

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

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automobiles owned, hired and/or non-owned by the Contractor.

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

21.3.3 Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
o Each Accident	$1,000,000
o Disease – Each Employee	$1,000,000
o Disease – Policy Limit	$1,000,000

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

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

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

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

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

21.5 Notice of Cancellation Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

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not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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

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

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

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

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

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Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

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Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

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1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

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

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

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Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

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3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

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State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

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

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

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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.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright**.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

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6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

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

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this

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Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the

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materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

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Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

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1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence b the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

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The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49
U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at
$250,000.00.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at https://www.transit.dot.gov/funding/grantee-resources/sample-fta- agreements/fta-grant-agreements, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at https://www.fhwa.dot.gov/federalaid/stewardship, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

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with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.

2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

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4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42
U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

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Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

(a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
(b) FTA Project Manager if the Project is

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administered by an FTA Headquarters Office, or

(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than $150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

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nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

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amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of $100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not
available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: “The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions.”

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

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2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15
U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

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throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

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paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non- provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the sucessor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

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subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non- provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

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post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

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it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

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(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

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(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

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20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

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3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

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or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

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Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of Transportation Business Engagement and Compliance Office 1801 W. Jefferson St., Ste. 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

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on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at http://www.azutracs.com.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at http://www.azutracs.com/. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

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DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for- profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part
26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

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9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

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NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at http://www.azutracs.com/ a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

a. Sub-Contract Terms:

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1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.

2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at https://adot.dbesystem.com. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

3. The Contractor may be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.

2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

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tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web- based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non- reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages

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shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.

7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:

   - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
   - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

   The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:

   - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

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contract.

(i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
(ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
(iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.

- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
(ii) Terminate the contract for default in accordance with this Contract, and/or
(iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
(iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at http://www.naics.com/search/.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the

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proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

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For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intents to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually

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performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

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remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the “Certification of Final DBE Payments” form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the ”Certification of Final DBE Payments” forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of “Program Fraud and Civil Penalties” rules provided in 49 CFR Part 31.

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21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

   a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.

   b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

   c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

   d. Post in conspicuous places available to employees and applicants for employment, the following notice:

      "It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying- off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

   e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the
      U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

   f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

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indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.

2. In the event of the Consultant's noncompliance with the NONDISCRIMININATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the Contract until the Consultant complies,

   and/or;

   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.

4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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22. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.

b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.

d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed

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with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

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conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

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32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors (https://www.sam.gov/SAM/) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

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Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIROMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42
U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

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The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

(1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

(a) To that Third Party Participant or another Third Party Participant performing the Project work, and
(b) That impairs that Third Party Participant's objectivity in performing the Project work, or

(2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,

(3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:

(a) Any instances of organizational conflict of interest, or
(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and

(4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETRANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

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44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

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model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

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During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *etseq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq).

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ADOT Procurement

EXHIBIT 3
ADOT Procurement Quarterly Usage Report

This exhibit outlines the content required for the quarterly usage report. Usage reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

Reporting Period:

Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

Agency/Org/Unit	Customer Name	Delivery Address	PO Number or Identify as "P-Card"	Order Date	Contract Item Number	Contract Item Description	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

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(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date _____/ _____/ _____
Title _____

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EXHIBIT 5
PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements. A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		Master Agreement; 49 CFR §663.21
49 CFR 661.13 Grantee Responsibility (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services. a. Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by FAST Act, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		49 CFR §663.13
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes— (a) A Buy America certification as described in §663.25 of this part; (b) A purchaser's requirements certification as described in §663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		49 CFR §663.23
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification:	49 CFR §663.25
	a) There is a letter from FTA which grants a waive OR	
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists—	
	1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and	
	2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification:	49 CFR §663.27
	a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	
	b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply.	
	a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

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Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Pre-Award Requirements Certification
49 CFR §663.27

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

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Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

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EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer, or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

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EXHIBIT 8
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Post-Award Requirements Certification
49 CFR §663.37

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

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Procurement

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

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: One (1)**
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.

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

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Procurement

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

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 2.1** "The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures."
   b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
   c. **Paragraph 4.1**: "The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency."
   d. **Paragraph 4.1.1** is hereby removed.
   e. **Paragraph 4.4.1:"** The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. "
   f. **Paragraph 4.6.1**: " Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW."

2. **Special Terms and Conditions**

   The following sections are hereby modified to read:

   a. Paragraph 11.1, (a-g): "Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
      a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

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ADOT
Procurement

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

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

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

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Procurement

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

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.

f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. "

b. Paragraph 22 is hereby replaced with the following: "The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee"

c. Paragraph 25: Co-op administrative fee has hereby been removed.

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Procurement

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

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.

4. All other terms, conditions and provisions of this solicitation remain unchanged.

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ADOT
Procurement

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

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

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

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

PFVT MOTORS, LLC.
NEW VEHICLE PURCHASES

EXHIBIT B
SCOPE OF WORK AND PRICING

See the following page(s).

DocuSign Envelope ID: FD48A8BE-B042-4758-B500-B985C96209CC

Quote

PFVT MOTORS, LLC.
CHAD RICCIO
Government Account Team
Direct: 480-405-2929

Date	1/23/2024
Valid Until	1/30/2024
Contract	CTR059322
PO	
Lead Time	

Customer:
JERRY COOPER
TOWN OF PARADISE VALLEY

Invoice Address:

Delivery Address:
Same

Description	Line Total
SUPER DUTY PE C77421 2023 F250 SRW 4X2 CREW CAB EXTERIOR XL 160" WB STYLESIDE OXFORD WHITE 6.8L DEVCT NA PFI V8 ENGINE INTERIOR 10-SPEED AUTO TORQSHIFT-G MEDIUM DARK SLATE CLOTH	$47,214.00

EXTERIOR	INTERIOR	FUNCTIONAL	SAFETY/SECURITY
☐ BOX RAIL/TAILGATE MOLDINGS	☐ 4.2" PRODUCTIVITY SCREEN	☐ 4-WHEEL ANTILOCK BRAKE SYS	☐ ADVANCETRAC™ WITH RSC®
☐ DOOR HANDLES - BLACK	☐ AIR COND, MANUAL FRONT	☐ FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM	☐ AIRBAGS - SAFETY CANOPY®
☐ HEADLAMPS - AUTOLAMP (ON/OFF)	☐ CLOTH SUN VISORS	☐ HILL START ASSIST	☐ BELT-MINDER CHIME
☐ PICKUP BOX TIE DOWN HOOKS	☐ DRIVER SEAT-MANUAL LUMBAR	☐ REAR VIEW CAMERA	☐ DRIVER/PASSENGER AIR BAGS
☐ POWER TAILGATE LOCK	☐ OUTSIDE TEMP DISPLAY	☐ REMOTE KEYLESS ENTRY	☐ SECURILOCK® ANTI-THEFT SYS
☐ TOW HOOKS	☐ PARTICULATE AIR FILTER	☐ SYNC®4 W/8" SCREEN	☐ SOS POST-CRASH ALERT SYS™
☐ TRAILER BRAKE CONTROLLER	☐ POWER LOCKS AND WINDOWS	☐ TWIN I-BEAM INDEPENDENT FRT SUSPENSION W/STAB BAR	WARRANTY
☐ TRAILER SWAY CONTROL	☐ STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS		☐ 3YR/36,000 BUMPER / BUMPER
☐ WIPERS- INTERMITTENT			☐ 5YR/60,000 POWERTRAIN
			☐ 5YR/60,000 ROADSIDE ASSIST
			☐ 5YR/100,000 DIESEL ENGINE

OPTIONAL EQUIPMENT/OTHER		
1026-927P11/07/22AZQC547		
PREFERRED EQUIPMENT PKG.600A		
10-SPEED AUTO TORQSHIFT-G NO CHARGE		
3.73 ELECTRONIC-LOCKING AXLE 430.00		
10000# GVWR PACKAGE		
50 STATE EMISSIONS NO CHARGE		
JACK		
CLOTH 40/20/40 SEAT 315.00		
XL DRIVER ASSIST PACKAGE 730.00		
	2 KEYS	INC
	TINT	INC

Special Notes and Instructions
This quote is based off Phase 2 pricing for Arizona State contract CTR059322

Subtotal		$47,214.00
Sales Tax	0.081	$3,824.33
Tire Tax	5	$5.00
Extended Warranty		
Flooring		$0.00
Freight		
MSO / ODO		
Total Per Unit less Trade-In		$51,043.33
Quantity of Units		1
Sale Total		**$51,043.33**

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature
Print Name
Date

If you have any questions concerning this quote, contact Chad Riccio

Thank you for your business!

DocuSign Envelope ID: FD48A8BE-B042-4758-B500-B985C96209CC

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

PFVT MOTORS, LLC.
NEW VEHICLE PURCHASES

EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Police Chief, Freeman Carney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

PFVT MOTORS, LLC.
9130 W Bell Rd
Peoria AZ 85382
CLIFF KUJALA
Government Account Team
Direct: 623-239-0340

READY TO SERVE PEORIA
Ford Drive one.

QUOTE

Date	1/27/2026
Valid Until	2/1/2026
Contract	CTR059322
PO	
Lead Time	IN STOCK

Customer:
Town of Paradise Valley
Robert Deserano
6401 E Lincoln Drive
Paradise Valley AZ 85253
480-348-3589
rdeserano@paradisevalleyaz.gov

Invoice Address:
Same

Delivery Address:
Same

Description	Line Total
BRONCO 2025 BASE 4-DOOR 4X4 EXTERIOR BASE - 5 PASSENGER OXFORD WHITE 2.3L ECOBOOST I-4 ENGINE INTERIOR 10-SPEED AUTO TRANSMISSION CLOTH GRAY/BLACK SEA	$ 39,995.00

EXTERIOR
- EASY FUEL® CAPLESS FILLER
- FENDER TIE-DOWN HOOKS
- GRILLE-BLK MIC/BRONCO WHT
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTO LED
- MIRRORS-HTD/POWER GLASS, MANUAL FOLD/SPOTTER MIRROR
- TOW HOOKS-FRT (2)/REAR (1)
- TRAILER TOW PREP PACK

INTERIOR
- 1TOUCH UP/DOWN DR/PASS WIN
- 6-WAY MANUAL DRV/PASS SEAT
- 60/40 SPLIT FOLD REAR SEAT
- CARPET FLOORING, BOTH ROWS
- CRUISE CONTROL
- DIGITAL INSTRUMENT CLUSTER
- DUAL VISOR VANITY MIRRORS
- LOCKING GLOVE BOX
- MANUAL A/C, SINGLE ZONE
- POWERPOINTS - 12V
- REAR A/C & HEAT DUCTS
- SMART CHARGING USB PORTS
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- 12"LCD CTR STACK TOUCHSCRN
- AUTO START STOP TECH
- BRAKES, 4-WHEEL DISC/ABS
- FORDPASS® CONNECT
- FRONT STABILIZER BAR
- HILL START ASSIST
- PRE-COLLISION ASSIST W/AEB
- PUSH-BUTTON START
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SIRIUSXM® W/360L- NA AK&HI
- SYNC®4
- TER MGMT W/G.O.A.T. MODES®
- TOOL KIT- DOOR/TOP REMOVAL

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAGS-FRNT (DUAL STAGE) & SIDE IMPACT/SAFETY CANOPY® SYSTEM (ALL ROWS)
- BELT-MINDER CHIME
- CHILD SAFETY REAR DR LOCKS
- ELCTR STABILITY/TRACTN CTL
- INDIV TIRE PRESS MONIT SYS
- LATCH CHILD SAFETY SYSTEM
- PERIMETER ALARM
- PERSONAL SAFETY SYSTEM™

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE
EQUIPMENT GROUP 101A
BASE SERIES
OPTIONAL EQUIPMENT/OTHER
10-SPEED AUTO TRANSMISSION
P255/70R16 A/S TIRES (30")
3.73/REAR AXLE-OPEN DIFF
FRONT AXLE-OPEN DIFFRNTL
16" SILVER-PNTD STEEL WHEELS
HARD TOP,GRAY, MOLDED-IN-COLOR
FLR LINERS ALL WEATHER MATS

OEM OPTIONS		$	3,750.00
CONTRACT DISCOUNT	2.00%	$	(799.90)
OEM DESTINATION & DELIVERY		$	1,995.00
WINDOW TINT			INCLUDED
Subtotal Per Unit		$	44,940.10
MSO / ODO		$	-
Trade In		$	-
Extended Warranty		$	-
Freight		$	-
Flooring		$	-
Sales Tax	8.10%	$	3,640.15
Tire Tax	5	$	11.65
Total Per Unit less Trade-In		$	48,591.90
Quantity of Units			1
Sale Total		**$**	**48,591.90**

Special Notes and Instructions
Customer Responsible for registration in home state.

Unit Quoted
I702.E6B.25.250929

Above information is not an invoice and only an estimate of services/goods described above. Vaid Until date only covers pricing, not availability. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature
Print Name
Date

If you have any questions concerning this quote, contact Cliff Kujala

Thank you for your business!

PFVT MOTORS, LLC.

9130 W Bell Rd
Peoria AZ 85382
CLIFF KUJALA
Government Account Team
Direct: 623-239-0340

READY TO SERVE PEORIA
Ford Drive one.

QUOTE

Date	1/23/2026
Valid Until	1/28/2026
Contract	CTR059322
PO	
Lead Time	IN STOCK

Customer:

Town of Paradise Valley
Robert Deserano
6401 E Lincoln Drive
Paradise Valley AZ 85253
480-348-3589
rdeserano@paradisevalleyaz.gov

Invoice Address:

Same

Delivery Address:

Same

Description	Line Total
EXPLORER SG C32526 2025 EXPLORER ACTIVE RWD EXTERIOR 119" WHEELBASE OXFORD WHITE 2.3L ECOBOOST I-4 ENGINE INTERIOR 10-SPEED AUTO TRANSMISSION DARK SPACE GRAY CLOTH SEATS	$ 39,785.00

EXTERIOR
- ☐ CLASS III TRAILER TOW PKG
- ☐ EASY FUEL® CAPLESS FILLER
- ☐ HEADLAMPS - AUTO LED
- ☐ MIRRORS-MAN-FOLD DUAL PWR HEATED WITH APPROACH LAMPS
- ☐ POWER LIFTGATE
- ☐ PRIVACY GLASS - REAR DOORS
- ☐ REAR INT WIPER/WASH/DFRST
- ☐ REAR SPOILER, BODY COLOR
- ☐ ROOF-RACK SIDE RAILS-BLACK
- ☐ TAILLAMPS-LED
- ☐ TRAILER SWAY CONTROL
- ☐ VARIABLE INTERVAL WIPERS

INTERIOR
- ☐ 12.3" LCD DIGITAL CLUSTER
- ☐ 1TOUCH UP/DOWN DR/PASS WIN
- ☐ 3RD ROW - 50/50 FOLD FLAT
- ☐ DUAL ILLUM VIS VANITY MIRR
- ☐ FRONT ROW HEATED SEATS
- ☐ POWER DRIVER'S SEAT
- ☐ POWER PASS SEAT
- ☐ POWERPOINTS - 12V
- ☐ ROTARY GEAR SHIFT DIAL
- ☐ TILT/TELESCOPING STEERING W/WHEEL MOUNTED CONTROLS
- ☐ USB-C - ALL ROWS

FUNCTIONAL
- ☐ 13.2" LCD TOUCHSCREEN
- ☐ 4-DR INTELL ACCESS LOCK/ UNLOCK W/PUSH-BUTTON START
- ☐ AM/FM STEREO W/6 SPEAKERS
- ☐ BRAKES, 4-WHEEL DISC/ABS
- ☐ FORD CO-PILOT360™ ASSIST+
- ☐ FORDPASS™ CONNECT
- ☐ HILL START ASSIST
- ☐ INTERSECTION ASSIST
- ☐ REAR VIEW CAMERA
- ☐ SIDE-WIND STABILIZATION
- ☐ SIRIUSXM® W/360L- NA AK&HI
- ☐ WIRELESS APPLE CARPLAY® AND ANDROID AUTO™

SAFETY/SECURITY
- ☐ ADVANCETRAC™ WITH RSC®
- ☐ AIRBAG - DRIVER KNEE
- ☐ AIRBAGS - DUAL STAGE FRONT
- ☐ AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- ☐ AIRBAGS - SAFETY CANOPY®
- ☐ INDIV TIRE PRESS MONIT SYS
- ☐ LATCH CHILD SAFETY SYSTEM
- ☐ PERIMETER ALARM
- ☐ PERSONAL SAFETY SYSTEM™
- ☐ SOS POST-CRASH ALERT SYS™

WARRANTY
- ☐ 3YR/36,000 BUMPER / BUMPER
- ☐ 5YR/60,000 POWERTRAIN
- ☐ 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE
EQUIPMENT GROUP 200A
OPTIONAL EQUIPMENT/OTHER
.18" SILVER PAINTED ALUM WHLS
.P255/65R18 A/S BSW TIRES
FLR LNERS RW 1&2/NO CRPET MAT 160.00
50 STATE EMISSIONS NO CHARGE
INFLATOR KIT-DELETE SPARE TIRE
FRONT LICENSE PLATE BRACKET NO CHARGE

OEM OPTIONS		$	160.00
CONTRACT DISCOUNT	2.00%	$	(795.70)
OEM DESTINATION & DELIVERY		$	1,595.00
EXTRA DISCOUNT		$	(2,411.00)
WINDOT TINT			INCLUDED

Special Notes and Instructions

Customer Responsible for registration in home state.

Units Quoted
H839.K7D.25.250317

Subtotal Per Unit		$	38,333.30
MSO / ODO		$	-
Trade In		$	-
Extended Warranty		$	-
Freight		$	-
Flooring		$	-
Sales Tax	8.10%	$	3,105.00
Tire Tax	5	$	11.65
Total Per Unit less Trade-In		$	41,449.95
Quantity of Units			1
Sale Total		**$**	**41,449.95**

Above information is not an invoice and only an estimate of services/goods described above. Vaid Until date only covers pricing, not availability. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature
Print Name
Date

If you have any questions concerning this quote, contact Cliff Kujala

Thank you for your business!

PFVT MOTORS, LLC.
9130 West Bell Road
Peoria, AZ 85382
Pete Czyznik
Government Account Team
Direct: 623-777-2772
pete.czyznik@governmentautosales.com

Quote

Date	4/8/2026
Valid Until	4/13/2026
Contract	CTR059322
PO	
Lead Time	In stock

Customer:
Town of Paradise Valley
Robert Deserano
6401 E Lincoln Drive
Paradise Valley AZ 85253
480-348-3589
rdeserano@paradisevalleyaz.gov

Invoice Address:
Town of Paradise Valley
Robert Deserano
6401 E Lincoln Drive
Paradise Valley AZ 85253
480-348-3589
rdeserano@paradisevalleyaz.gov

Delivery Address:

Customer unit number	Description	Line Total
	2026 MUSTANG MACH-E TMA03011 SELECT RWD EXTERIOR 5-PASSENGER STAR WHITE MET TRI-COAT 73KWH USABLE STD LFP BATT INTERIOR SINGLE-SPEED TRANSMISSION BLK ONYX ACTIVEX SEAT MTRL	$40,130.00

EXTERIOR
- ACTIVE GRILLE SHUTTERS
- E-LATCH - PUSH BUTTON OPEN
- FRONT RECOVERY HOOK
- HEADLAMPS -WIPER ACTIVATED
- HEADLAMPS-AUTO LED PROJCTR W/ SIGNATURE LED LIGHTING
- REAR SPOILER
- TAILLAMPS-LED W/SEQUENTIAL TURN SIGNAL
- WIPERS - RAIN-SENSING

INTERIOR
- 10.2" CLUSTER DISPLAY
- 15.5" CENTER DISPLAY
- 1TOUCH UP/DOWN FRT/RR WIN
- AUTO-DIM REARVIEW MIRROR
- DUAL ILLUM VANITY MIRRORS
- DUAL ZONE AUTO CLIMATE CTL
- MONOSTABLE GEAR SHIFTER
- POWER DRIV SEAT - 8-WAY
- POWERPOINTS - 12V
- SCUFF PLATE W/PONY GRAPHIC
- SOFT VINYL WRAP-STEERING WHEEL W/MOUNTED CONTROLS
- SPLIT FOLD REAR SEAT
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL
- 11KW AC ONBOARD CHARGER
- 5G MODEM
- CLEAR EXIT ASSIST
- DRIVE MODES/ONE PEDAL DRV
- INTELL ACCESS W/PUSH START
- J1772 CCS COMBO CONNECTOR
- PHONE AS A KEY
- REGENERATIVE BRAKING SYS
- SYNC®4A
- UP TO 150KW DC CHRG CAPABL
- VAPOR INJECTION HEAT PUMP

SAFETY/SECURITY
- ADVANCETRAC™
- AIRBAG - DRIVER KNEE
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - FRT/REAR SIDE IMPACT & SIDE AIR CURTAIN
- ANTI-THEFT PACKAGE
- ELCTR STABILITY/TRACTN CTL
- INDIV TIRE PRESS MONIT SYS
- LATCH CHILD SAFETY SYSTEM
- SOS POST-CRASH ALERT SYS™

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HV BATT/COMPON

EQUIPMENT GROUP 100A
2026 MODEL YEAR
STAR WHITE MET TRI-COAT
225/55R19 A/S TIRE
SECURE PKG: 1 YR
19" ALUM WHLS W/PNTD POCKETS
FAST CHARGING ADAPTER(NACS)
TIRE SEALANT & INFLATOR KIT
CONN PKG: 1YR INCL W/FORD APP
MOBILE POWER CORD
FRUNK

Discount Applied	5.48%	($2,199.17)
Ford Destination & Delivery		$2,045.00
Subtotal		$39,975.83
Sales Tax	8.10%	$3,238.04
Tire Tax	5	$11.65
Extended Warranty		$0.00
Flooring		$0.00
Freight / Delivery		$0.00
Docs & Registration		$0.00
Total Per Unit		$43,225.52
Quantity of Units		1
PO Total		**$43,225.52**

Special Notes and Instructions

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature _____
Print Name _____
Date _____

Terms: Net 30

If you have any questions concerning this quote, contact Pete Czyznik

Thank you for your business!

PFVT MOTORS, LLC.
9130 W Bell Rd
Peoria AZ 85382
CLIFF KUJALA
Government Account Team
Direct: 623-239-0340

QUOTE

Date	1/14/2026
Valid Until	7/20/2025
Contract	CTR059322
PO	
Lead Time	60 days

Customer:
Town of Paradise Valley
Robert Deserano
6401 E Lincoln Drive
Paradise Valley AZ 85253
480-348-3589
rdeserano@paradisevalleyaz.gov

Invoice Address:
Same

Delivery Address:
Same

Description	Line Total
POLICE RESPONDER 2026 F150 SUPERCREW FX4 EXTERIOR 145" WHEELBASE OXFORD WHITE 3.5L V6 ECOBOOST INTERIOR ELEC TEN-SPEED AUTO TRANS BLACK 40/CONSOLE/40	$ 52,350.00

EXTERIOR
- FUEL TANK - 26.0 GALLON
- LOCKING REMOVABLE TAILGATE
- LT265/70R18 LRC BSW A/T
- FULL SIZE SPARE TIRE/WHEEL
- HEADLAMPS-LED
- MIRRORS - POWER GLASS/ MANUAL FOLD
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

INTERIOR
- A/C CLIMATE CONTROL
- 40/BLANK/40W/REDUCED BOLSTER
- BLACK VINYL FLOOR COVERING
- CERTIFIED SPEEDOMETER
- MAN TILT/TELESCOP/MAN LOCK
- POLICE HEAVY-DUTY CLOTH
- POWER DRIV SEAT - 8-WAY
- POWER LOCKS AND WINDOWS
- RED/WHITE TASK LIGHTING
- SEATBACK INTRUSION PLATES
- STEERING-BLACK URETHAN

FUNCTIONAL
- 4-WHEEL DISC BRAKES W/ABS
- ALTERNATOR 240 AMP
- CLASS IV TRAILER HITCH W/ SMART TRLR TOW CONNECTOR
- DARK CAR
- ELECT 4X4 W/4AUTO MODE
- ENGINE HOUR METER
- ENGINE IDLE METER
- MANUAL FOLD MIRRORS
- POLICE BRAKING SYSTEM
- REAR VIEW CAMERA
- REVERSE SENSING SYSTEM
- REAR POWER LUG - 80AMP
- SYNC®4 W/EVR & 12" SCREEN
- POLICE ENGINE IDLE FEATURE

SAFETY/SECURITY
- ADVANCETRAC™WITH RSC
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY SIDE CURTAIN
- POLICE PERIMETER ALERT
- SIMPLE FLEET KEY (4)
- SECURILOCK® ANTI-THEFT SYS
- SOS POST CRASH ALERT SYS
- TIRE PRESSURE MONITOR SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5 YR/100K MILE POWERTRAIN
- CARE EXTENDED SERVICE PLAN (ZERO DEDUCTIBLE)

F150 4X4 SUPERCREW POLICE- 145
145 INCH WHEELBASE
TOTAL BASE VEHICLE
OXFORD WHITE
POLICE 40/BLANK/40
BLACK
EQUIPMENT GROUP 150A
.XL SERIES
3.5L V6 ECOBOOST
ELEC TEN-SPEED AUTO TRANS
LT265/70R18C BSW ALL-TERRAIN
.3.31 ELECTRONIC LOCK RR AXLE
7075# GVWR PACKAGE
FORD FLEET SPECIAL ADJUSTMENT
REAR-DOOR CONTROLS INOPERABLE
BLACK PLATFORM RUNNING BOARDS
SPOT LAMP DRIVER ONLY (UNITY)
18" ALUMINUM WHEELS
REMOTE KEYLESS-ENTRY KEY FOB
INTEGRATED TRAILER BRAKE CONT
PRIVACY GLASS W/REAR DEFROSTER
SPECIAL DEALER ACCOUNT ADJUSTM
SPECIAL FLEET ACCOUNT CREDIT
FUEL CHARGE
NET INVOICE FLEET OPTION (B4A)
PRICED DORA
ADVERTISING ASSESSMENT
DESTINATION & DELIVERY

OEM OPTIONS		$ 2,095.00
IN-STOCK-UNIT DISCOUNT	3.41%	$ (1,785.14)
OEM DESTINATION & DELIVERY		$ 1,595.00
EXTRA DISCOUNT		$ (2,146.00)

Special Notes and Instructions
Customer Responsible for registration in home state.

Units Quoted
I451.W1P.26.251107

Subtotal Per Unit		$ 52,108.87
MSO / ODO		$ -
Trade In		$ -
Extended Warranty		$ -
Freight		$ -
Flooring		$ -
Sales Tax	8.10%	$ 4,220.82
Tire Tax	5	$ 11.65
Total Per Unit less Trade-In		$ 56,341.34
Quantity of Units		1
Sale Total		**$ 56,341.34**

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Please confirm your acceptance of this quote by signing this document, and returning your PO. Signature _____ Print Name _____ Date _____

If you have any questions concerning this quote, contact Cliff Kujala

Thank you for your business!

PFVT MOTORS, LLC.

9130 W Bell Rd

Peoria AZ 85382

CLIFF KUJALA

Government Account Team

Direct: 623-239-0340

READY TO SERVE PEORIA

Ford Drive one.

QUOTE

Date	1/28/2026
Valid Until	2/2/2026
Contract	CTR059322
PO	
Lead Time	IN STOCK

Customer:

Town of Paradise Valley
Robert Deserano
6401 E Lincoln Drive
Paradise Valley AZ 85253
480-348-3589
rdeserano@paradisevalleyaz.gov

Invoice Address:

Same

Delivery Address:

Same

Description	Line Total
SUPER DUTY 2026 F550 4X2 CREW CHASSIS EXTERIOR XL 203" WB CHASSIS CAB OXFORD WHITE 6.7L POWER STROKE V8 DIESEL INTERIOR 10-SPEED AUTO TORQSHIFT MEDIUM DARK SLATE CLOTH	$ 59,665.00

EXTERIOR
- ☐ HEADLAMPS - AUTOLAMP (ON/OFF)
- ☐ HEADLAMPS -WIPER ACTIVATED
- ☐ MIRRORS - HTD, PWR GLASS/ MANUAL-FOLD/TURN SIGNALS
- ☐ ROOF CLEARANCE LIGHTS
- ☐ TOW HOOKS
- ☐ TRAILER SWAY CONTROL
- ☐ TRAILER TOW WIRE HARNESS
- ☐ WIPERS- INTERMITTENT

INTERIOR
- ☐ 1TOUCH DWN DR/PASS WINDOW
- ☐ 4.2" CLUSTER DISPLAY
- ☐ AIR COND, MANUAL FRONT
- ☐ BLACK VINYL FLOOR COVERING
- ☐ OUTSIDE TEMP DISPLAY
- ☐ PARTICULATE AIR FILTER
- ☐ POWER LOCKS AND WINDOWS
- ☐ STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS
- ☐ UPFITTER SWITCHES

FUNCTIONAL
- ☐ 4-WHEEL ANTILOCK BRAKE SYS
- ☐ 5G MODEM
- ☐ FORD APP
- ☐ HILL START ASSIST
- ☐ JEWEL EFFECT HEADLAMPS
- ☐ REMOTE KEYLESS ENTRY
- ☐ STABILIZER BAR, FRONT/REAR
- ☐ SYNC®4 W/8" SCREEN

SAFETY/SECURITY
- ☐ ADVANCETRAC™ WITH RSC®
- ☐ AIRBAGS - SAFETY CANOPY®
- ☐ BELT-MINDER CHIME
- ☐ DRIVER/PASSENGER AIR BAGS
- ☐ SECURE PKG 1 YR INCLUDED
- ☐ SECURILOCK® ANTI-THEFT SYS
- ☐ SOS POST-CRASH ALERT SYS™
- ☐ TIRE PRESSURE MONIT SYS

WARRANTY
- ☐ 3YR/36,000 BUMPER / BUMPER
- ☐ 5YR/60,000 POWERTRAIN
- ☐ 5YR/60,000 ROADSIDE ASSIST
- ☐ 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE
OPTIONAL EQUIPMENT/OTHER
PREFERRED EQUIPMENT PKG.660A
6.7L POWER STROKE V8 DIESEL 10,995.00
10-SPEED AUTO TORQSHIFT NO CHARGE
4.30 RATIO LIMITED SLIP AXLE 395.00
PLATFORM RUNNING BOARDS 445.00
19550# GVWR PACKAGE
50 STATE EMISSIONS NO CHARGE
PRO POWER ONBOARD - 400W 225.00
SPARE TIRE AND WHEEL 350.00
TRAILER BRAKE CONTROLLER 300.00
HIGH CAPACITY TRAILER TOW PKG 580.00
JACK NO CHARGE
40 GAL AFT OF AXLE FUEL TNK NO CHARGE
350 AMP ALTERNATOR NO CHARGE
PAYLOAD PLUS PACKAGE UPGRADE 2 1,155.00
DUAL BATTERY NO CHARGE
REAR VIEW CAMERA & PREP KIT 515.00
CLOTH 40/20/40 SEAT 315.00
CONN PKG: 1 YR INCL W/FORD APP

OEM OPTIONS		$	15,275.00
CONTRACT DISCOUNT	2.00%	$	(1,193.30)
OEM DESTINATION & DELIVERY		$	2,595.00
WINDOW TINT			INCLUDED
EXTRA DISCOUNT		$	(3,146.00)

Special Notes and Instructions

Customer Responsible for registration in home state.

Unit Quoted
I791.W5G.26.251022

Subtotal Per Unit		$	73,195.70
MSO / ODO		$	-
Trade In		$	-
Extended Warranty		$	-
Freight		$	-
Flooring		$	-
Sales Tax	8.10%	$	5,928.85
Tire Tax	7	$	16.31
Total Per Unit less Trade-In		$	79,140.86
Quantity of Units			1
Sale Total		**$**	**79,140.86**

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Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature

Print Name

Date

If you have any questions concerning this quote, contact Cliff Kujala

Thank you for your business!

PFVT MOTORS, LLC.
9130 W Bell Rd
Peoria AZ 85382
CLIFF KUJALA
Government Account Team
Direct: 623-239-0340

QUOTE

Date	1/14/2026
Valid Until	7/20/2025
Contract	CTR059322
PO	
Lead Time	IN STOCK

Customer:
Town of Paradise Valley
Robert Deserano
6401 E Lincoln Drive
Paradise Valley AZ 85253
480-348-3589
rdeserano@paradisevalleyaz.gov

Invoice Address:
Same

Delivery Address:
Same

Description	Line Total
POLICE INTERCEPTOR SG A73968 2025 UTILITY AWD EXTERIOR 119" WHEELBASE OXFORD WHITE 3.0L ECOBOOST V6 ENGINE INTERIOR 10-SPEED AUTO TRANSMISSION EBONY CLOTH FRT/VINYL REAR	$ 49,515.00

EXTERIOR
- 18" H.D.STEEL WHEELS
- 265/60R18 A/S BSW POLICE TIRES
- CLASS III HITCH RECEIVER
- DUAL EXHAUST SYSTEM
- DUAL POWER MIRRORS
- FULL SIZE 18" SPARE W/TPMS
- HEADLAMPS - AUTO, LED LOW/HIGH INCLUDES FRONT HOUSING (W/ LED WIG-WAG)
- KEY LOCKS (DR/PASS/LFTGT)
- PRIVACY GLASS 2ND/3RD ROW

INTERIOR
- 35/30/35 SPLIT VINYL REAR
- A/C W/AUTOMATIC CLIMATE CONTROL, DUAL ZONE
- BLACK VINYL FLOOR COVERING
- CERTIFIED SPEEDOMETER
- CLOTH BUCKET FRONT SEATS
- CONSOLE MOUNTING PLATE
- ENGINE HOUR / IDLE METER
- HTD SANITIZATION SOLUTION
- RED/WHITE TASK LIGHTING
- PWR DR/PASS SEAT W/LUMBAR
- SEATBACK INTRUSION PLATES
- TILT/TELESCOPING STEERING WHL W/ 4 CONFIGURABLE LATCHING SWITCHES

- UNIVERSAL TOP TRAY

FUNCTIONAL
- AM/FM/MP3/BLUETOOTH & USB
- COLUMN MOUNTED SHIFTER
- ENGINE OIL COOLER
- FULL-TIME ALL WHEEL DRIVE SYSTEM
- HEAVY DUTY SUSPENSION
- HEAVY-DUTY 80-AMP BATTERY
- INTERIOR TRUNK/LIFTGATE RELEASE
- POLICE BRAKES, 4 WHL DISC W/ ABS & TRACTION CONTROL
- POWER STEERING W/EPAS
- REAR VIEW CAMERA
- TRANSMISSION OIL COOLER

- TRANSMISSION-10-SPEED AUTO

SAFETY/SECURITY
- 75 MPH REAR-CRASH TESTED
- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT AND SIDE
- AIRBAGS - SAFETY CANOPY
- SOS POST CRASH ALERT SYS
- TIRE PRESSURE MONITOR SYS

WARRANTY
- 3 YR/36K MILE BUMPER-TO-BUMPER WARRANTY
- 5 YR/100K MILE POWERTRAIN CARE EXTENDED SERVICE PLAN (ZERO DEDUCTIBLE)

INCLUDED ON THIS VEHICLE
EQUIPMENT GROUP 500A
OPTIONAL EQUIPMENT/OTHER
FM STEREO
3.0L ECOBOOST V6 ENGINE 950.00
10-SPEED AUTO TRANSMISSION NO CHARGE
50 STATE EMISSIONS NO CHARGE
FRONT LICENSE PLATE BRACKET NO CHARGE

OEM OPTIONS		$	2,760.00
IN-STOCK-UNIT DISCOUNT	4.00%	$	(1,980.60)
OEM DESTINATION & DELIVERY		$	1,595.00
EXTRA DISCOUNT		$	(1,864.00)

Special Notes and Instructions
Customer Responsible for registration in home state.

Units Quoted
H281.K8A.25.240208

Subtotal Per Unit		$	50,025.40
MSO / ODO		$	-
Trade In		$	-
Extended Warranty		$	-
Freight		$	-
Flooring		$	-
Sales Tax	8.10%	$	4,052.06
Tire Tax	5	$	11.65
Total Per Unit less Trade-In		$	54,089.11
Quantity of Units			1
Sale Total		**$**	**54,089.11**

Above information is not an invoice and only an estimate of services/goods described above. Vaid Until date only covers pricing, not availability. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature _____
Print Name _____
Date _____

If you have any questions concerning this quote, contact Cliff Kujala

Thank you for your business!

Action Report

File #: 26-185

AGENDA TITLE:

Discussion and Possible Action to Approve Amendment Nine to the Professional Services Agreement with Brown and Associates for Third Party Plan Review and Inspection Services Related to Construction Activities at the Five Star Development, and Amendment Eight to the Third Party Inspection Agreement with Five Star Resort Owner, LLC and Five Star Land Owner, LLC

RECOMMENDATION:

1. Authorize the Town Manager to execute Amendment Nine to the Professional Services Agreement with Brown and Associates for Third Party Plan Review and Inspection Services Related to Construction Activities at the Five Star Development, and

2. Authorize the Town Manager to execute Amendment Eight to the agreement with Five Star Resort Owner, LLC and Five Star Land Owner, LLC for third-party inspection services.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY

STAFF REPORT

TO: **Mayor Stanton and Town Council Members**

FROM: **Andrew Ching, Town Manager**
Chad Weaver, Community Development Director
Brad Mecham, Building Official

DATE: June 11, 2026

DEPARTMENT: Community Development
Chad Weaver, 480.348.3522

AGENDA TITLE:
Authorize the Town Manager to execute Amendment Nine to the Professional Services Agreement with Brown and Associates for Third Party Plan Review and Inspection Services Related to Construction Activities at the Five Star Development, and Amendment Eight to the Third Party Inspection Agreement with Five Star Resort Owner, LLC and Five Star Land Owner, LLC.

RECOMMENDATION:

1. Authorize the Town Manager to execute Amendment Nine to the Professional Services Agreement with Brown and Associates for Third Party Plan Review and Inspection Services Related to Construction Activities at the Five Star Development, and

2. Authorize the Town Manager to execute Amendment Eight to the agreement with Five Star Resort Owner, LLC and Five Star Land Owner, LLC for third-party inspection services.

SUMMARY STATEMENT:
In November 2018 the Town Council authorized the Town Manager to execute a contract with Brown and Associates in an amount not to exceed $240,000 for plan review and inspection services related to the Five Star Development. This contract was necessary due to the lack of resources, including limited number of existing staff to provide the required services. This contract was also anticipated in the approved 2016 Development Agreement between the Town and Five Star Development Resort Communities (the “Development Agreement”).

Particularly, Section 6.2 of the Development Agreement states:

> 6.2 Review Process. The Parties agree that it is desirable for Owner to proceed rapidly with the implementation of this Agreement and the redevelopment of the Property. The Town acknowledges the necessity for review by the Town of all plans and other materials submitted by the Owner to the Town hereunder or pursuant to any zoning procedure, permit procedure, or other governmental procedure pertaining to the development of the Property and agrees to use its reasonable but diligent efforts to review all plans and submittals. Upon the request of Owner, Town will select and retain third-party plan reviewers, inspectors, and other relevant professionals. These third-party contractors shall be funded by the Owner to the extent such costs and expenses are approved in advance, in writing, by Owner. Such third-party contractors shall work for the Town and report to the Town.

In connection with the contract with Brown and Associates, the Town entered into a contract with Five Star Resort Owner, LLC and Five Star Land Owner, LLC (“Five Star”), by which Five Star agreed to reimburse the Town for services provided by Brown, in an amount up to $200,000.

Since the initial date, both contracts with Brown and Associates and Five Star have been updated several times to maintain the relationship and ensure project progress. Third party plan check and inspection services have been working well for both Town staff and Five Star Development and both wish to extend the contract amount an additional $400,000 to continue utilizing Brown and Associates for plan review and inspections.

In 2025 Brown and Associates billed $310,738 for services at Five-star. In 2026 (YTD) they have billed $116,723.52.

BUDGETARY IMPACT:
The existing contract and its executed amendments with Brown and Associates are for an amount not to exceed $2,770,000. With Council approval of this amendment for an additional $400,000, which was included in the Community Development budget for 2027. Expenditures in this contract will be initially paid by the Town, and reimbursed by Five Star.

ATTACHMENTS:
A: Staff Report
B1: Proposed CON-19-046-CMD-A9
B2: Contract CON-19-046-CMD
C1: Proposed CON-19-053-CMD-A8
C2: Contract CON-19-053-CMD

AMENDMENT NO. NINE
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF PARADISE VALLEY
AND BROWN & ASSOCIATES

This Amendment No. Nine to the Agreement for Professional Services between the Town of Paradise Valley and Brown and Associates ("**Amendment**") is made and entered into as of this __ day of June 2026 ("**Effective Date**") by and between the Town of Paradise Valley, an Arizona municipal corporation ("**Town**"), and Brown & Associates Certified Inspection Service, Inc., an Arizona corporation ("**Consultant**"). The Town and Consultant are the only parties to this Amendment; each is an individual "Party," and together they are the "Parties."

RECITALS

A. At the request of Five Star Development Resort Communities, LLC ("**Five Star**"), the Parties entered into Contract No. CON-19-046-CMD, dated November 1, 2018 ("**Original Agreement**"), to provide plan review and inspection services in connection with Five Star's construction of a resort hotel and residential dwelling units in Paradise Valley, Arizona.

B. The Parties have amended the Original Agreement several times: on July 1, 2019, to increase compensation and make additional Services available to Five Star; on July 1, 2020, and November 23, 2020, to extend the term of the Agreement; and on June 24, 2021, March 9, 2022, February 24, 2023, June 14, 2024, and June 13, 2025, to extend the Term, increase compensation, and make additional Services available to Five Star (together with the Original Agreement, the "**Agreement**").

C. Five Star has again requested that additional Services be available from the Consultant, and the Parties wish to modify and amend the Agreement to allow for such.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Consultant hereby agree as follows:

1. **Recitals.** The introduction and recitals set forth above are not merely recitals but form an integral part and are incorporated into this Amendment.

2. **Term.** Paragraph 1 of the Agreement, "Term of Agreement," is deleted and replaced to read as follows:

    1. Term of Agreement. This Agreement shall be effective as of the date set forth above and shall remain in full force and effect until midnight on June 30, 2027, unless sooner terminated as otherwise provided in this Agreement.

3. **Compensation.** Paragraph 3 of the Agreement, "Compensation," is deleted and replaced to read as follows:

    3. Compensation. Town shall pay Consultant an amount not to exceed $2,770,000 for the Services at the rates set forth in the Fee Schedule, attached hereto as Exhibit A and incorporated herein by reference.

4. **Insurance Certificate.** There are no changes to the insurance requirements and other provisions. However, if the current certificate of insurance does not cover the extension period, Consultant shall provide the Town with a new certificate of insurance covering the extended Term within five days of the Effective Date.

5. **Ratification of Agreement.** The Parties hereby agree that, except as expressly provided herein, the provisions of the Agreement shall be and remain in full force and effect, and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

5. **No Default.** By executing this Amendment, Consultant shall be deemed to affirmatively assert that (i) the Town is not currently in default, nor has it been in default at any time prior to the renewal term, under any of the terms or conditions of this Amendment or of the Agreement and (ii) any and all Consultant claims, known or unknown, relating to this Amendment or the Agreement and existing on or before the execution date of this Amendment are forever waived.

6. **Conflict of Interest.** The Agreement and this Amendment are subject to the provisions of A.R.S. § 38-511.

7. **Forced Labor of Ethnic Uyghurs**. To the extent applicable under A.R.S. § 35-394, Consultant certifies that it does not, and will not for the duration of the Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

IN WITNESS WHEREOF, the Parties have accepted, made, and executed this Amendment upon the terms, conditions, and provisions stated above, upon the day and year first written above.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

Andrew B. Ching, Town Manager

ATTEST:

Duncan Miller, Town Clerk (SEAL)

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney

BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICES, INC., an Arizona corporation

Michael J. Brown, President

Contract No. **CON-19-046-CMD**

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF PARADISE VALLEY

BROWN & ASSOCIATES

THIS PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is made and entered into this 1 day of November, 2018 by and between the Town of Paradise Valley ("**TOWN")**, and Brown & Associates Certified Inspection Service, Inc. ("**Brown and Associates**" or "**Consultant**"), an Arizona corporation, whose principal place of business is located at 15601 North 40th Street, Building 130, Phoenix, Arizona 85032, each a "**Party**" and collectively "**Parties**."

RECITALS

WHEREAS, Five Star Development Resort Communities, LLC ("Five Star") is constructing a resort hotel, commercial facility, and residential dwelling units on property located in the proximity of Lincoln Drive and Mockingbird Lane with the Town (the "Project"); and

WHEREAS, pursuant to the 2015 Development Agreement, approved by Ordinance 696, Five Star has requested that the Town retain a third-party to perform plan review and inspection services on behalf of the Town for the Project; and

WHEREAS, any such services requested by Five Star shall be funded by Five Star in accordance with the terms of the 2015 Development Agreement; and

WHEREAS, the Town may have occasion to separately request plan review and inspection services for the Project from Brown and Associates, which services shall be paid for by the Town; and

WHEREAS, Brown and Associates uniquely possess the specific skill and experience required to perform the Services; and

WHEREAS, the Parties desire to enter into an agreement to whereby Brown & Associates shall perform the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual promises, covenants, and conditions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date set

forth above and shall remain in full force and effect until June 30, 2020, unless terminated as otherwise provided in this Agreement. At the Town's option, the term of this Agreement may be extended up to an additional six (6) months with the written approval of Brown & Associates.

2. Scope of Work. Consultant shall provide the services described in the Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference ("Services"). Five Star and the Town may request Services from Consultant. Five Star shall designate in writing the person(s) authorized to request Services from Consultant. Only services specifically described in Exhibit A and authorized by the Town through approval of this Agreement shall be provided when requested of the Consultant by Five Star or the Town. Upon completion of an inspection requested by Five Star, Consultant shall obtain Five Star written confirmation that such inspection was completed.

3. Compensation. Town shall pay Consultant an amount not to exceed Two Hundred Forty Thousand Dollars ($240,000) for the Services at the rates set forth in the Fee Schedule, attached hereto as **Exhibit A** and incorporated herein by reference.

4. Invoice Payments. Consultant will submit monthly invoices to the Town and Five Star no later than the fifth day of each month for the Services completed the prior month, and the invoices will be processed for payment as stated below. Each invoice shall be submitted to the Town and to Five Star to the person and address stated in the "Notices" section, below, or to such other person as may be designated in writing by the Town or Five Star.

4.1 Each invoice shall document and itemize all work completed during the prior month. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment, including Five Star's written confirmation of inspection Services.

4.2 Town and Five Star shall review each invoice and Town shall notify the Consultant in writing of any contested or disputed amount within 10 days of receipt of the invoice. Upon satisfaction of the Town's and/or Five Star's concerns, the invoice item will be processed for payment by the Town with the next monthly invoice after resolution.

4.3 Town shall pay Consultant all uncontested amounts within 30 days of the invoice date. If Town fails to pay an invoice when due, Consultant may suspend all Services until such invoice is paid in full, provided that Consultant shall first notify Town and Five Star in writing of the failure to pay the invoice within the 30-day period, after which Town shall have fourteen (14) days to cure the payment failure, and upon no cure having been made, to then suspend all Services.

5. Documents. All documents, including any intellectual property rights thereto,

prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

8. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same locality.

9. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee, volunteer or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

10. Insurance. The Consultant must procure and maintain, until all of its obligations have been discharged, including any warranty periods under this Agreement are satisfied, the required minimum insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work or services by the Consultant, his agents, representatives, employees, or Subcontractors.

10.1 Concurrently with the execution of this Agreement, the Consultant will furnish the Town a certificate of insurance on a standard insurance industry ACORD form.

10.2 Without limiting any obligations or liabilities of the Consultant the Consultant must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed or approved to conduct business in the State of Arizona and with an A.M. Best's rating of B++6 or above with policies and forms satisfactory to Town. Failure to maintain insurance as required is a material breach of this Agreement and may result in cancellation of this Agreement at the Town's option.

10.3 No Representation of Coverage Adequacy: By requiring insurance, the Town does not represent that coverage and limits will be adequate to protect the Consultant, its agents, representatives, employees, Subcontractors or Subconsultants. Consultant is free to purchase any additional insurance as may be determined necessary. The Town will not pay for higher limits, but if the Consultant pays for insurance with higher limits, the Consultant will name the Town as additional insured on any additional insurance. The Town reserves the right to review any and all of the insurance policies and endorsements cited in this Agreement but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times required by this Agreement.

10.4 The insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.5 Claims Made: In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Agreement by keeping coverage in force using the effective date of this Agreement as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Agreement and can never be after the effective date of this Agreement. Upon completion or termination of this Agreement, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option, or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Agreement.

10.6 Policy Deductibles and or Self-Insured Retentions: The Consultant is solely responsible for any deductible or self-insured retention amount. **Any self-insured retentions and deductibles must be declared to and approved**

by the Town. If not approved, the Town may require that the insurer reduce or eliminate any self-insured retentions with respect to the Town, its officers, officials, agents, employees and volunteers. Alternatively, the Town, at its option, may require the Consultant to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

10.7 Use of Subcontractors: If any work is subcontracted in any way, the Consultant must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as required of the Consultant in this Agreement. The Consultant is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

10.8 Evidence of Insurance and Required Endorsements: Before commencing any work or services under this Agreement, the Consultant must furnish the Town with Certificate(s) of Insurance, or formal endorsements issued by the Consultant's insurer(s) as evidence that policies are placed with acceptable insurers and provide the required coverages, conditions, and limits of coverage and that the coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the Town will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the Consultant must forward renewal Certificates to the Town within 10 days after the renewal date containing all the necessary insurance provisions.

10.9. The policies are to contain, or be endorsed to contain, the following provisions:

10.9.1. For Commercial General Liability and Automobile Liability Coverages:

10.9.1.1. The Town, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Consultant including the Town's general supervision of the Consultant; Products and Completed Operations of the Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

10.9.1.2 The Town, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Consultant, even if those limits of liability are in excess of those required by this Agreement.

10.9.1.3. The Consultant's insurance coverage must be primary

insurance with respect to the Town, is officers, officials, agents, and employees. Any insurance or self-insurance maintained by the Town, its officers, officials, agents, and employees must be in excess of the coverage provided by the Consultant and must not contribute to it.

10.9.1.4. The Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.9.1.5 Coverage provided by the Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.9.1.6 The policies must contain a waiver of subrogation against the Town, is officers, officials, agents, and employees for losses arising from work or services performed by the Consultant under this Agreement.

10.9.2. For Workers' Compensation and Employers Liability Coverage: The insurer must agree to waive all rights of subrogation against the Town, its officers, officials, agents, employee, and volunteers for losses arising from work or services performed by the Consultant for the Town.

10.10 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided, canceled by either party, reduced in coverage or in limits except after first giving 30 days written notice, by certified mail, return receipt requested to: Town Manager, Town of Paradise Valley, 6401 East Lincoln Drive, Paradise Valley, Arizona 85253.

10.10.1. If the Consultant receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be CONSULTANT'S responsibility to provide notice within three (3) days of same to the Town.

10.11 Verification of Coverage. The Consultant must furnish the Town Certificate of Insurance ACORD form (or equivalent approved by the TOWN) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage's must be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by the TOWN before Work commences. Each insurance policy required by this Agreement must be in effect on or before the earlier of commencement of work

under the Agreement or the signing of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement.

All Certificates of Insurance required by this Agreement shall be sent directly to the Town of Paradise Valley, Town Clerk's Office. The contract number must be included on the Certificate of Insurance. The Town of Paradise Valley shall be included as the "Certificate Holder." The Town reserves the right to require complete, certified copies of all insurance policies required by this Agreement, at any time.

10.12. Required Coverage:

10.12.1. Commercial General Liability: The Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products and Completed Operations Annual Aggregate, and a $4,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.

10.12.2. Professional Liability: The Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose acts, mistakes, errors and omissions the Consultant is legally liable, with a liability insurance limit of $3,000,000 each claim and $4,000,000 all claims. If the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for seven (7) years past completion and acceptance of the work or services, the Consultant must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3-year period.

10.12.3. Vehicle Liability: The Consultant must maintain Business Automobile Liability insurance with a limit of $2,000,000 each accident on the Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.

10.12.4. Workers Compensation Insurance: The Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Consultant's

employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability Insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

10.12.5. Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than $5,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, Professional Liability, and Employer's Liability, as required above.

11. Reserved.

12. Termination; Cancellation.

12.1 For Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause at any time after receipt by Consultant of written notice by the Town. If terminated, Consultant must immediately stop all work and will immediately cause any of its suppliers and Subcontracts to stop work. Upon termination for convenience, Consultant shall be paid for all undisputed Services performed to the termination date.

12.2 For Cause. Except for the failure to make payments, which is governed by Section 4, if any Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A) provides written notice to the non-defaulting Party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 60 days. In the event of such termination for cause, Consultant shall be paid for all undisputed Services performed to the termination date. If the Town improperly cancels the Agreement for cause, the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Agreement.

12.3 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any

time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

12.4 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

12.5 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Consultant and Five Star informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Consultant and Five Star hereby waive any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or

subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the Services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to, nor will they, combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona. The Parties agree that the proper jurisdiction and venue for any proceeding arising out of this Agreement shall be in the State of Arizona, County of Maricopa.

13.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Parties.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of any Party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this

Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting this Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

13.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event any Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any

amounts Consultant owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for delinquent fees and transaction privilege taxes, including any interest or penalties.

13.14 Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below (or to any other address the Parties may substitute by giving written notice):

If to CONSULTANT:

Michael J. Brown
President
Brown & Associates Certified Inspection Services, Inc.
15601 North 40th Street, Building 130
Phoenix, Arizona 85032

If to the TOWN:

Town of Paradise Valley
Attn: Town Manager
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

With a required copy to:

Town of Paradise Valley
Attn: Town Attorney
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

If hand delivered, Notices are received on the date delivered. If delivered by certified or registered mail or by overnight delivery service, Notices are received on the date indicated on the receipt. **Notice by facsimile or electronic mail is not adequate notice.**

13.15 Records. The Town may audit all of the Consultant's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place. Records of Consultant direct labor costs, payroll costs, and reimbursable expenses pertaining to the project covered by the Agreement will be kept

on a generally recognized accounting basis and made available during normal business hours upon reasonable notice.

13.16 E-Verify Requirements. If and to the extent A.R.S. §41-4401 is applicable to this Agreement, Consultant shall comply with laws regarding workers as follows:

Consultant warrants to Town that Consultant and all its subcontractors will comply with all federal immigration laws and regulations that relate to their employees and that Consultant and all its subcontractors now comply with the E-Verify Program under A.R.S. §23- 214(A).

A breach of the foregoing warranty by Consultant shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement.

Town retains the legal right to inspect the papers of any employee of Consultant or any subcontractor who works on this Agreement to ensure that they or the subcontractor is complying with the warranty given above.

Town may conduct random verification of Consultant and its subcontractors' employment records to ensure compliance with the warranty given above.

Consultant shall indemnify, defend and hold Town harmless for, from and against all losses and liabilities arising from any and all violations of the warranty given above

13.17 Israel Boycott. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement, that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT.§ 35-393, of Israel.

I3.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work or the Fee Schedule, the documents shall govern in the order listed herein.

13.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, the day and year first above written.

BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICES, INC.
an Arizona corporation

By: _____
Name: Michael J. Brown
Title: President

TOWN OF PARADISE VALLEY, ARIZONA,
an Arizona municipal corporation

By: _____
Brian Dalke
Its: Interim Town Manager

ATTEST:

By: _____
Duncan Miller, Town Clerk

TOWN CLERK TOWN OF PARADISE VALLEY SEAL 1961 MARICOPA COUNTY, ARIZONA

APPROVED AS TO FORM:

By: _____
Andrew M. Miller, Town Attorney

EXHIBIT "A"

Scope of Work and Fee Schedule (see attached)

EXHIBIT A – SCOPE OF WORK

A. PLAN REVIEW SERVICES

BROWN & ASSOCIATES shall, upon the request of the TOWN OF PARADISE VALLEY ("TOWN"), provide BUILDING PLAN REVIEW SERVICES to ensure compliance with Codes and Ordinances as adopted by the Town. Review time for plans shall be in accordance with the following table:

PROJECT TYPE / SIZE	STANDARD REVIEW	EXPEDITED REVIEW	SUBSEQUENT RECHECKS
Single & Multi-Family Residential	5 to 10	5	5
Commercial to 75,000 sq. ft.	10	5	5
Commercial 75,001 to 150,000 sq. ft.	12 to 15	7	5 to 10
Commercial greater than 150,000 sq. ft.	15	8	7
Warehouse 150,001 to 500,000 sq. ft.	20	10	10
Warehouse 500,001 to 1,000,000+ sq. ft.	30	15	15
Fire Protection Systems & Civil Review	5 to 10	5	5
Deferred Submittals	Same turnaround as initial review		

B. PROJECT MANAGER SERVICES

BROWN & ASSOCIATES shall provide PROJECT MANAGER SERVICES to ensure compliance with all applicable codes, standards and project specifications. Services include requested attendance of project OAC meetings, review of RFI's and ASI's, coordination and communication with project team representatives, project oversight for services, identify any non-compliance and/or design issues and assist with recommendations and alternatives for resolutions, and interface with all other agencies and departments. Services also include quality assurance inspections upon project phase completion and coordination with the final owner punch list.

C. BUILDING AND CIVIL INSPECTION SERVICES

BROWN & ASSOCIATES shall provide BUILDING AND CIVIL INSPECTION SERVICES to ensure compliance with all applicable codes, standards and project specifications. Inspection Services include; daily field observation reports documenting any issues that arise on-site, reporting any defects, deficiencies, and quality issues or concerns, attendance of requested project meetings, and photographs of work being performed during the course of the construction schedule. Building Inspection services include monitoring construction for adherence to the requirements listed on the approved construction documents under the disciplines of Architectural, Structural, Mechanical, Plumbing, Electrical, Model Energy, Accessibility, and Civil. The Town of Paradise Valley will be providing Fire Safety Inspection services.

Normal hours of inspection services for determination of Brown & Associates fees is at a schedule of Monday through Friday from 7:00 AM- 3:00 PM Arizona time. Inspection times may be adjusted based on seasonal conditions and not to exceed an agreed upon 8-hour work day. Expedited, before or after hour, weekend and holiday inspection services are available for one and a half times the regular hourly rate for personnel provided with a three-hour minimum. Brown & Associates Holiday Schedule includes: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Inspection notification shall be executed with an agreed upon fax or e-mail process from the Contractor and shall be submitted to B&A by 3:00 PM Arizona Time, 24-hours prior to the date of inspection. Requests received after the deadline will be subject to additional fees. A three-hour window will be provided for all requested inspections.

D. ADMINISTRATION SERVICES

BROWN & ASSOCIATES shall provide ADMINISTRATION SERVICES to ensure compliance with Codes and Ordinances as adopted by the TOWN. Services include but are not limited to: processing and scheduling requests and field reports, project document control, processing review letters, distribution and coordination to the project team, permit tracking, records management, and quality assurance of project documents.

E. MISCELLANEOUS BUILDING SAFETY SERVICES

BROWN & ASSOCIATES shall, when authorized by TOWN, perform such additional Building Safety functions as requested.

BROWN & ASSOCIATES shall have the protection from liability afforded by applicable International Building Code to maximum extent permitted by law when BROWN & ASSOCIATES is acting pursuant to the provisions of such section outlined in this Exhibit A – Scope of Work. This provision is not intended and shall not operate in any way to increase Agency's liability or to decrease its lawful immunity from liability.

EXHIBIT A – FEE SCHEDULE

A. PLAN REVIEW SERVICES

For BUILDING PLAN REVIEW SERVICES of Architectural, Structural, Mechanical, Electrical, Plumbing, Accessibility and Model Energy performed for the Client, BROWN & ASSOCIATES shall be compensated at a lump sum rate of 75% of the Plan Check Fee calculated pursuant to the current International Code Council Building Valuation Data (ICC BVD) and B&A Permit Fee Table 1-A for an initial review and one complete recheck of the project documents. Third and subsequent, Fire and Civil review, deferred submittals, and revisions to approved plans will be at BROWN & ASSOCIATES hourly rates for personnel provided. Expedited plan review services are available at a rate of twice the calculated or hourly rate as agreed upon at acceptance of project.

PERMIT FEE TABLE 1-A

TOTAL VALUATION	FEE
$1.00 to $500.00	$60.00
$501.00 to $2,000.00	$59.88 for the first $500.00 plus $4.09 for each additional $100.00, or fraction thereof, to and including $2,000.00
$2,000.01 to $25,000.00	$121.26 for the first $2000.00 plus $14.00 for each additional $1000.00, or fraction thereof, to and including $25,000.00
$25,001.00 to $50,000.00	$553.25 for the first $25,000.00 plus $13.54 for each additional $1000.00, or fraction thereof, to and including $50,000.00
$50,001.00 to $100,000.00	$891.99 for the first $50,000.00 plus $9.39 for each additional $1000.00, or fraction thereof, to and including $100,000.00
$100,001.00 to $500,000.00	$1361.54 for the first $100,000.00 plus $7.50 for each additional $1000.00, or fraction thereof, to and including $500,000.00
$500,001.00 to $1,000,000.00	$4366.58 for the first $500,000.00 plus $6.38 for each additional $1000.00, or fraction thereof, to and including $1,000,000.00
$1,000,001.00 and above	$7552.77 for the first $1,000,000.00 plus $4.90 for each additional $1000.00, or fraction thereof.

B. PROJECT MANAGER, INSPECTION AND ADMINISTRATIVE SERVICES

For PROJECT MANAGER, INSPECTION, AND ADMINISTRATIVE SERVICES performed under this Exhibit A of the Agreement, BROWN & ASSOCIATES shall be compensated at hourly rates for personnel provided. A minimum 2-hours will be assessed for inspections on a given day.

Code consultation will be recorded in time increments of 1/10 of one hour. Certain code consulting services will be charged in a minimum time increment, unless a greater amount of time is actually expended. Examples of such minimum time increments are as follows: telephone calls at a minimum of 0.2 hours; and correspondence of emails (received and sent) at a minimum of 0.2 hours.

Normal hours of inspection services for determination of Brown & Associates fees is at a schedule of Monday through Friday from 7:00 AM- 3:00 PM Arizona time. Inspection times may be adjusted based on seasonal conditions and not to exceed an agreed upon 8-hour work day. Expedited, before or after hour, weekend and holiday inspection services are available for one and a half times the regular hourly rate for personnel provided with a three-hour minimum. Brown & Associates Holiday Schedule includes: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Inspection notification shall be executed with an agreed upon fax or e-mail process from the Contractor and shall be submitted to B&A by 3:00 PM Arizona Time, 24-hours prior to the date of inspection. Requests received after the deadline will be subject to additional fees. A three-hour window will be provided for all requested inspections.

HOURLY RATES

Building Official	$125
Project Manager	$125
Structural Engineer	$125
Fire Protection Engineer	$125
Civil Engineer	$125
Senior Plans Examiner	$100
Senior Building Inspector	$100
Building Inspector	$90
Senior Permit Specialist	$70
Clerical / Administration	$60

All building safety consulting services provided will be invoiced for hours spent by the specific staff member on a task for the project. BROWN & ASSOCIATES will provide an itemized breakdown of hours and description of the task, and shall also provide a monthly status report on the project (Schedule of Values).

TYPICAL REQUIRED BUILDING INSPECTIONS

Brown & Associates will verify that the work being done conforms to the various codes, regulations, laws, and ordinances applicable to that job. Our inspectors will also check to ensure the work agrees with the approved set of plans issued with the permit. The approved set of plans and the building permit issued must be available to the inspector.

The following checklist is intended to assist contractors and owner-builders in the inspection process. The checklist is provided to make the inspection process more efficient for the contractor and the inspector. It has the basic inspection conditions required and some of the most common corrections inspectors find at many required inspections. The checklist does not contain all possible inspections, but the most common ones noted at each stage of construction. This is not intended to be a complete list of items to be checked. Although they all may not be applicable to your particular project, please use it as a general guideline:

1. **TEMPORARY CONSTRUCTION POWER**
   Temporary power installations will be inspected after the meter set, disconnect, and ground fault protected receptacles are installed on the building site. The permit for the temporary power can be included with the main building permit or can be a separate permit if installation is needed prior to main building permit issuance.

2. **FOOTING INSPECTION**
   This is done after the footing has been formed and any reinforcing steel is installed and prior to the placement of concrete. Any prescribed below-grade vapor barrier and/or insulation must be in place.

3. **FOUNDATION INSPECTION**
   This is done after the foundation walls have been formed and the reinforcing steel is installed and prior to placement of concrete. Any prescribed below-grade vapor barrier and/or insulation must also be in place.

4. **MASONRY PRE-GROUT INSPECTION**
   This is done after the masonry has been installed, after all required reinforcing for the wall has been completed and prior to placement of grout.

5. **RETAINING WALLS AND FOUNDATIONS**
   This is done after the footing has been formed, after all required reinforcing steel is installed and prior to the placement of concrete. Any prescribed below-grade vapor barrier and/or insulation must be in place. A second inspection for any cast in place walls is required once the reinforcing steel has been installed.

6. **ROUGH-IN UNDERGROUND PLUMBING**
   This is done after the underground and/or under slab plumbing is installed but prior to it being covered. Testing of the system as required by code shall be in place at the time of inspection.

7. **ROUGH-IN UNDERGROUND ELECTRICAL**
   This is done after the underground and/or under slab electrical conduit is installed but prior to it being covered.

8. **SEWER INSPECTION**
   This is done when the building sewer (that portion of the drainage system from two feet outside the building to public sewer) is installed, and prior to it being covered. Testing of the system as required by code shall be in place at the time of inspection.

9. **WATER SERVICE**
This is done when the water service piping from the water authority stop valve to the building is in place and prior to it being covered. Testing of the system as required by code shall be in place at the time of inspection.

10. **WATER METER SETTING INSPECTION**
The water meter setting must pass inspection before the Certificate of Occupancy or a Temporary Certificate of Occupancy can be issued. Utility authority approval is also required.

11. **GAS LINE TEST**
This shall be made after gas piping, fittings, unions, and valves have been installed and before any such piping has been covered or concealed or any fixture or appliance has been attached thereto. Testing of the system as required by code shall be in place at the time of inspection.

12. **DWV AND WATER SUPPLY INSPECTION**
This is done after the above ground plumbing (water and drainage piping) is installed, prior to the framing inspection. Piping must not be covered until after the framing inspection, and where applicable, concurrent with the framing inspection. Testing of the system as required by code shall be in place at the time of inspection.

13. **ELECTRICAL SERVICE ENTRANCE SECTION INSPECTION**
This is done when prior to the electrical meter being set. The electrical service equipment must be installed, properly bonded and connected to a grounding electrode system. This inspection authorizes the utility authority to energize equipment when requested by the contractor and/or owners representative. All energized parts should be suitably protected against accidental contact after they are energized. A lockout tag out procedure shall be provided to the inspector if requested.

14. **ROUGH MECHANICAL INSPECTION**
This is done after all mechanical equipment, vents, and duct work has been installed. This inspection should also precede or be concurrent with the framing inspection.

15. **ELECTRICAL ROUGH-IN INSPECTION**
This is done after the premises wiring system and/or conduit system has been installed, and it should precede or be concurrent with the framing inspection.

16. **SHEAR WALL, ROOF AND DIAPHRAGM INSPECTION**
This is done when all sheer walls are installed, hold downs and wall anchorage is installed, vertical and horizontal diaphragms (floor and/or roof) are installed, and fastening of the diaphragm is completed, and all hardware and required structural bracing is in place.

17. **FRAME AND ROOF INSPECTION**
This is done after the structures walls, floors, and other framing members are in place, after the exterior sheathing has been installed and after the wall and roof vapor barrier is installed. The walls and roof must be completed to the point where the building interior can be considered weather protected. All of the sub-systems such as plumbing, mechanical, and electrical must be inspected prior to the installation of wallboard, interior sheathing and insulation.

18. **FIRE SPRINKLER ROUGH INSPECTION**
This is done during rough frame inspection and prior to the insulation and wall board inspection or during the same time. It includes an inspection of the fire sprinkler piping and testing of a zone or the entire system.

19. **FIRE ALARM ROUGH INSPECTION**
This is done prior to, or during the same time as the building framing inspection. All fire alarm conduit, boxes and equipment locations shall be identified or installed.

20. **FIRE RESISTANCE RATING INSPECTION**
These inspections are conducted during the course of construction to verify the fire resistance rating of assemblies, penetrations, and openings are installed. Spay applied fire resistance rating inspections for structural elements are considered as a special inspection not conducted as part of this building inspection.

21. **INSULATION INSPECTION**
After approval of the framing and rough mechanical, electrical and plumbing inspections insulation shall be installed. Prior to the installation of wallboard, an insulation inspection is required to verify proper R values, air sealing and fire blocking is installed.

22. **ABOVE CEILING INSPECTION**
This is done when all work contained above the ceiling has been completed. This includes, but is not limited to mechanical, plumbing, electrical, low voltage, penetrations, fire sprinkler/alarm installation, and special systems installation.

23. **WALL BOARD**
This is done when all wall board is in place and before joints and fasteners are taped and finished. This inspection may also include the exterior of the building prior to the installation of exterior finish systems such as EIFS and lath/stucco.

24. **ENVELOPE INSPECTIONS**
Envelope Inspection services include review and observation during the installation of the interior and exterior waterproofing systems, product utilization, quality of work, and documentation of any non-conformance issues

25. **SPECIAL FIRE/LIFE SAFETY SYSTEMS TESTING AND FINAL**
Inspections for special fire/life safety systems such as smoke control and emergency power systems are required during installation and prior to the building final inspection. Testing may also be required based on the system design. Special inspections are required for some systems based on the design and project specifications. Those special inspections are in addition to those listed in this document.

26. **FIRE SPRINKLER AND FIRE ALARM FINAL**
This is done prior to, or during the building final inspection. All equipment and devices shall be installed and tested at this time.

27. **FINAL INSPECTION**
This is done after all work indicated in the approved construction documents has been completed. This inspection is to be called for, and passed, prior to building occupancy.

MISCELLANEOUS INSPECTIONS
Inspection of miscellaneous site elements including, but not limited to, site accessibility, site walls, underground electrical, flag poles, light pole bases, gates, concrete pads, etc. may be required based on the project design.

NOTE: *Special inspections required by the Building, Mechanical, Plumbing, Electric and Fire code are not included as part of Brown & Associates scope of services. Special inspections shall be in addition to the required inspections listed above. Refer to applicable codes and standards used in the design of the project for requirements. Site civil inspections related to earthwork, concrete curbs, asphalt, storm drain, offsite sewer/water, site hardscape, landscaping, irrigation and other related horizontal construction not specifically listed above are not included in the scope of inspections provided by Brown & Associates.*

NOTICE TO BUILDING PERMIT HOLDER

Please be advised the building permit holder is responsible for the following.

1. Notifying Brown & Associates when the project is ready for inspection. Do this by submitting an Inspection Request to inspect@planreviewandinspections.com or calling 480-991-3751 and be ready to provide the permit number, address, and type of inspection needed. **Deadline for Request:** All requests must be received by 3:00 PM Arizona Time, 48-hours prior to the date of inspection. Requests received after the deadline is subject to additional fees.
    - Inspection Time may be adjusted based on seasonal conditions. A three-hour window will be provided for all requested inspections. Inspection times that exceed the agreed upon 8-hour work day will be considered After Hours Inspections.
    - After Hours, Holidays and Weekend Inspections will be mutually agreed upon before scheduling and subject to additional fees.
    - A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

2. Providing access and means for inspections, including:
    - Ensuring the components to be inspected are readily visible and are not concealed or permanently covered; and
    - Ensuring access to the work to be inspected is readily available by temporary stairs, ladder, or other necessary means to perform the inspection.

3. The building inspectors can walk inspections without a superintendent or job foreman onsite, it is always advisable to walk the inspection with the building inspector. This improves the communication link and adds value to the time taken out of the schedule for required inspections.

4. Maintaining the permit on active status to avoid expiration. Do this by commencing the work that was authorized by the permit and scheduling and inspection within 180-days from the date of the permit issuance. If no inspections have been scheduled within 180-days from the date of permit issuance, or if the period between inspections exceeds 180-days, the permit will automatically become null and void, without further notice to the permit holder, unless the building permit holder notifies Brown & Associates, in writing, of their need for an extension.

   A building permit holder may be granted a 180-day extension provided they are able to show that circumstances beyond the control of the permit holder prevented the commencement of the work that was authorized by the permit. This extension request must be made prior to the expiration date of the permit. If any expiration period passes and no extension is requested or granted, the building permit holder must obtain a new permit in order to recommence the work.

POLICY NUMBER
B 5085070379

INSURED NAME AND ADDRESS
BROWN & ASSOCIATES
15601 N. 40TH STREET
SUITE 130
PHOENIX, AZ 85032

FORMS AND ENDORSEMENTS SCHEDULE

COMMERCIAL PROPERTY

FORM NUMBER		FORM TITLE
SB146936A	01/2006	Inflation Guard
SB147084B	07/2009	Fungi, Wet Rot, Dry Rot and Microbe Exclusion
SB300129B	01/2008	Targeted Hacker Attack
SB300139C	04/2014	Protective Safeguards
SB300167A	03/2006	Exclusion - Other Insurance
SB300177H	06/2016	Architects, Engineers And Surveyors Choice Endt
SB300456A	07/2007	Concurrent Causation, Earth Movmnt, Water Excl Chg
SB300596A	01/2008	Identity Theft/Recovery Services Endorsement

COMMERCIAL GENERAL LIABILITY

FORM NUMBER		FORM TITLE
SB146932F	06/2016	Blanket Additional Insured - Liability Extension
SB146968B	06/2016	Bkt Addl Insured with PCO Cov and Bkt Waiver
SB147079A	01/2006	War Liability Exclusion
SB147080A	01/2006	Exclusion - Silica
SB147083B	07/2009	Fungi/Mold/Mildew/Yeast/Microbe Exclusion
SB147088A	01/2006	Exclusion - Asbestos
SB147089A	01/2006	Employment - Related Practices Exclusion
SB300000D	04/2014	Businessowners Liability Coverage Form
SB300085C	06/2016	Exln Cnstr Mgmt - Error Omission Cnstr Demo Work
SB300117A	01/2006	Additional Insrd - Manager or Lessors of Premises
SB300849A	07/2009	Recd and Distribution of Material or information

***** PLEASE READ THE ENCLOSED IMPORTANT NOTICES CONCERNING YOUR POLICY *****

FORM NUMBER		FORM TITLE
CNA62823XX	07/2017	Req For Jurisdictional Inspection Of Pressure Equp
CNA79240XX	06/2014	Important Info Excl App to Access or Disclosure
CNA81758XX	03/2015	Notice - Offer of Terrorism Disclosure of Premium
CNA86716XX	06/2016	Policy Holder Notice
CNA88492XX	04/2017	Policy Holder Notice

Countersignature

Chairman of the Board

Secretary

4. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Except as provided for in paragraph **D.2.** below:
   a. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
   b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.
3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

   When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

   (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

   (b) The total of all deductible and self-insured amounts under all that other insurance.

   We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

All other terms and conditions of the Policy remain unchanged.

Copyright, CNA All Rights Reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/11/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Donna Hilker	
AssuredPartners of Arizona, LLC 2222 S. Dobson Road Suite 506 Mesa AZ 85202	PHONE (A/C, No, Ext): (480) 483-3311	FAX (A/C, No): (866) 217-9571
	E-MAIL ADDRESS: Donna.Hilker@AssuredPartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CNA Insurance Companies	020435
INSURED	INSURER B : Endurance American Specialty	
Brown And Assoc. Certified Inspection Service, Inc 15601 N. 40th Street Suite 130 Phoenix AZ 85032	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 18/19GL,AU,UMB,PROF **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	Y	5085070379	5/17/2018	5/17/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X	Y	6011143979	5/17/2018	5/17/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	X	Y	5085070785	5/17/2018	5/17/2019	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Professional Liability			DPL10004152705	8/18/2018	8/18/2019	$3,000,000/$4,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Paradise Valley, its officers, officials, agents, employees and all under written contract as their interest may appear as Additional Insured on a Primary & Non-Contributory basis. Waivers of Subrogation apply to Additional Insured when required by written contract. Umbrella policy follows form and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability.

Contract No. CON-19-046-CMD

CERTIFICATE HOLDER

ecutro@paradisevalleyaz.go

Town of Paradise Valley
Attn: Town Manager
Paradise Valley, AZ 85253

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Donna Hilker/DONNA

© 1988-2014 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2044226

DATE (MM/DD/YYYY): 11/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC 5847 San Felipe, Suite 320 Houston, TX 77057	**CONTACT NAME:** 888-828-8365 **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED **Insperity, Inc. for Leased Workers to** **BROWN & ASSOCIATES CERTIFIED INSPECTION** **19001 Crescent Springs Drive** **Kingwood, TX 77339**	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Ace American Insurance Co. — 22667 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	C6577284A	10/1/2018	10/1/2019	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CON-19-046-CMD

WAIVER OF SUBROGATION IN FAVOR OF Town of Paradise Valley WHEN REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

TOWN OF PARADISE VALLEY
TOWN MANAGER
6401 E. LINCOLN DRIVE
PARADISE VALLEY, AZ 85253

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AMENDMENT NO. EIGHT
TO THE
THIRD-PARTY INSPECTION AGREEMENT
WITH
FIVE STAR RESORT OWNER, LLC AND FIVE STAR LAND OWNER, LLC

This Amendment No. Eight to the Third-Party Inspection Agreement with Five Star Resort Owner, LLC and Five Star Land Owner, LLC ("**Amendment**") is made and entered into as of this ____ day of June 2026 ("**Effective Date**"), by and among the Town of Paradise Valley, an Arizona municipal corporation ("**Town**"), Five Star Resort Owner, LLC, a Delaware limited liability company, and Five Star Land Owner, LLC, a Delaware limited liability company (collectively, "**Five Star**"). Town and Five Star are the only parties to this Amendment; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Parties entered into Contract No. CON-19-053-CMD, dated December 20, 2018, pursuant to which Five Star agrees to reimburse the Town for third-party plan review and inspection services provided by Brown & Associates Certified Inspection Service, Inc. ("**Brown**"), for Five Star's resort hotel, commercial, and dwelling unit project in Paradise Valley, Arizona ("**Original Agreement**").

B. The Parties have amended the Original Agreement several times: on July 1, 2019, to increase compensation and make additional Services available to Five Star; on July 1, 2020, to extend the Term; and on November 23, 2020, March 9, 2022, February 24, 2023, June 14, 2024, and June 13, 2025, to extend the Term and expand the scope of services to allow Five Star to request additional Services from Brown (together with the Original Agreement, the "**Agreement**").

C. The Parties wish to modify and amend the Agreement again, subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The introduction and recitals set forth above are not merely recitals but form an integral part and are incorporated into this Amendment.

2. **Term.** Paragraph 2 of the Agreement, "Term of Agreement," is deleted and replaced to read as follows:

    2. Term of Agreement. This Agreement shall be effective as of the date set forth above and shall remain in full force and effect until midnight on June 30, 2027, unless sooner terminated as otherwise provided in this Agreement.

3. **Compensation.** Subparagraph 3.1 of Paragraph 3 of the Agreement, "Scope of Services," is deleted and replaced to read as follows, with all other provisions of Paragraph 3 remaining unchanged:

    3.1 Five Star is authorized to request Services directly from Brown & Associates up to an amount not to exceed $2,770,000.

4. **Ratification of Agreement.** The Parties hereby agree that, except as expressly provided herein, the provisions of the Agreement shall be and remain in full force and effect, and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

5. **No Default.** By executing this Amendment, Five Star shall be deemed to affirmatively assert that (i) the Town is not currently in default, nor has it been in default at any time prior to this Amendment, under any of the terms or conditions of this Amendment or of the Agreement and (ii) any and all claims by or of Five Star, known or unknown, relating to this Amendment or the Agreement and existing on or before the execution date of this Amendment are forever waived

6. **Conflict of Interest.** The Agreement and this Amendment are subject to the provisions of A.R.S. § 38-511.

7. **Forced Labor of Ethnic Uyghurs**. To the extent applicable under A.R.S. § 35-394, Five Star certifies that it does not, and will not for the duration of the Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Amendment upon the terms, conditions, and provisions stated above, upon the day and year first written above.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation

Andrew B. Ching, Town Manager

ATTEST:

Duncan Miller, Town Clerk (SEAL)

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney

FIVE STAR RESORT OWNER, LLC,
a Delaware limited liability company

Gerald C. Ayoub, Manager

FIVE STAR LAND OWNER, LLC,
a Delaware limited liability company

Gerald C. Ayoub, Manager

CON-19-053-CMD

THIRD-PARTY INSPECTION AGREEMENT

WITH

FIVE STAR RESORT OWNER, LLC
AND FIVE STAR LAND OWNER, LLC

THIS THIRD-PARTY INSPECTION AGREEMENT ("**Agreement**") is made and entered into this 20 day of December 2018, by and between Five Star Resort Owner, LLC, a Delaware limited liability company, and Five Star Land Owner, LLC, a Delaware limited liability company (collectively, "**Five Star**") and the Town of Paradise Valley, an Arizona municipal corporation ("**Town**") (hereinafter, each a "**Party**" and collectively "**Parties**").

RECITALS

WHEREAS, Five Star is constructing a resort hotel, mixed-use development, and residential dwelling units on property located in the proximity of Lincoln Drive and Mockingbird Lane within the Town (the "**Project**"); and

WHEREAS, pursuant to the Amended and Restated Development Agreement, and Covenant Running With The Land, and Release between the Town and Five Star Star Development Resort Communities, LLC. (the "**Development Agreement**"), which was approved by Town Ordinance 696, Five Star has requested that the Town retain third-party plan review and inspection services for the Project in order to expedite such services; and

WHEREAS, Five Star has agreed to reimburse the Town for such third-party plan review and inspection services for the Project; and

WHEREAS, pursuant to Five Star's request, the Town Council has approved an Agreement for Professional Services Between the Town of Paradise Valley and Brown & Associates Certified Inspection Service, Inc., an Arizona corporation, ("**Brown & Associates**") to perform third-party plan review and inspection services for the Project; and

WHEREAS, Five Star and the Town desire to memorialize their agreement and provide for third-party plan review and inspection services by Brown & Associates.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual covenants and promises herein stated, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Five Star and Town agree as follows:

1. Recitals. The Recitals set forth above are not merely recitals but form an integral part of this Agreement and are hereby incorporated.

2. Term of Agreement. This Agreement shall be effective as of the date set forth above and shall remain in full force and effect until June 30, 2020 ("**Initial Term**"), unless terminated as otherwise provided in this Agreement. At Five Star's option, the term of this Agreement may be extended up to an additional six (6) months with the written approval of the Town.

3. Scope of Services. Five Star requests, and Brown & Associates is authorized by the Town to perform plan review and inspection services for the Project under the terms and conditions set forth in the Agreement for Professional Services, Town Contract No. CON-19-046-CMD ("**Services**"), attached

hereto as **Exhibit A** and incorporated herein by this reference, and as further set forth in this Agreement.

3.1. Five Star is authorized to request Services directly from Brown & Associates up to an amount not to exceed Two Hundred Thousand Dollars ($200,000). Only the Services specifically described in **Exhibit A** and authorized by the Town through approval of the Agreement for Professional Services, Town Contract No. CON-19-046-CMD, shall be requested by Five Star and provided by Brown & Associates.

3.2. Prior to requesting any Services, Five Star shall designate in writing to the Town's Building Official and to Brown & Associates the person(s) authorized to request Services from Brown & Associates on behalf of Five Star.

3.3. Upon completion of any requested inspection or other Service(s), Five Star, or its authorized representative designated pursuant to Section 3.1, shall provide written confirmation to Brown & Associates that such inspection was completed. Such written confirmation shall be in a form acceptable to Brown & Associates and the Town.

4. Compensation and Payments. Five Star shall pay the Town for the cost of any and all Services requested or otherwise authorized from Brown & Associates at the rates and fees set forth in the Agreement for Professional Services, Town Contract, No. CON-19-046-CMD, attached as **Exhibit A**. Such compensation shall not be in lieu of other fees that have been or may be charged to Five Star by the Town, including but not limited to, permit fees and plan review fees for work performed by Town employees.

4.1. Five Star shall process and pay invoices for Services in accordance with the following:

4.1.1. Brown & Associates will submit monthly invoices ("**Brown Invoice**") to the Town's Building Official and Five Star's Project Manager no later than the fifth day of each month for the Services completed the prior month. Each Brown Invoice shall be sent to these persons at the addresses stated in the "Notices" section, below, or to such other person and address as may be designated in writing by Five Star or the Town.

4.1.2. Five Star shall review each invoice and notify the Town in writing of any contested or disputed amount within five (5) days of receipt of the Brown Invoice. If the issue cannot be resolved between Five Star and the Town, the Town will notify Brown & Associates of the contested or disputed amount within 10 days of receipt of the Brown Invoice. Upon satisfaction of the Town's concern, the item will be processed for payment by the Town with the next monthly Brown Invoice after resolution.

4.1.3. The Town shall pay Brown & Associates all uncontested amounts within 30 days of receipt of the Brown Invoice. The Town shall submit a monthly invoice to Five Star ("**Town Invoice**") for amounts paid to Brown & Associates the previous month. Five Star shall pay Town within 30 days of the Town Invoice date. If Five Star fails to pay a Town Invoice when due, Town may suspend all Services by Brown & Associates until such Town Invoice is paid in full, provided that Town shall first notify Five Star in writing of the failure to pay the Town Invoice within the 30-day period, after which Five Star shall have 10 days to cure the payment failure, and upon no cure having been made, to then suspend all Services by Brown & Associates and terminate this Agreement.

5. Termination; Cancellation.

5.1. For Convenience. This Agreement is for the convenience of Five Star and, as such, may be terminated by Five Star without cause at any time after receipt by the Town of five (5) days' written notice from Five Star. If terminated for convenience, Town shall instruct Brown & Associates to immediately stop all Services, and all future Services, including but not limited to inspection and

plan review services, shall be performed by the Town and the Town shall be compensated by Five Star for such Services in accordance with the Town adopted fee schedule, as it may be amended from time to time. Upon termination for convenience, Town shall be paid within thirty (30) days after receipt of a Town Invoice for all Services performed by Brown & Associates up to the termination date.

5.2. For Cause. Except for the failure to make payments, which is governed by Section 4, if any Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A) provides written notice to the non-defaulting Party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 60 days. In the event of such termination for cause, Town shall be paid for all undisputed Services performed by Brown & Associates to the termination date within thirty days after receipt of a Town Invoice. Any disputed invoice amount shall be paid within ten (10) days after resolution of the dispute.

5.3. Cancellation by Operation of Events. In the event the Agreement for Professional Services, Town Contract, No. CON-19-046-CMD, is for any reason cancelled or terminated, this Agreement shall automatically terminate on the same date. Town shall notify Five Star immediately in the event the Agreement for Professional Services, Town Contract, No. CON-19-046-CMD, is cancelled or terminated. If Town fails to pay Brown & Associates pursuant to the terms and conditions of the Agreement for Professional Services, Town Contract, No. CON-19-046-CMD and Brown & Associates has a right to terminate the Professional Services Agreement, then, upon written notice to Five Star, the duties, obligations, and responsibilities of Brown & Associates under this Agreement are terminated.

6. Upon written request, Five Star shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this Agreement.

7. The Town shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations under this Agreement, including but not limited to withdrawing its authorization to Brown & Associates to provide Services to Five Star, if Five Star files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order of judgment issued by the Bankruptcy Court.

8. Except as is required by the Agreement for Professional Services, Town Contract, No. CON-19-046-CMD, all documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

GENERAL PROVISIONS

9. Jurisdiction. This Agreement will be deemed to be made under, and will be construed in accordance with, and governed by the laws of Arizona without regard to the conflicts or choice of law provisions. Any action to enforce any provision of the Agreement or to obtain any remedy must be brought in the

Superior Court, Maricopa County, Arizona, and for this purpose, each party expressly and irrevocably consents to the jurisdiction and venue of such Court.

10. Amendments. No modification or amendment of any term of this Agreement will be effective unless in writing and signed by the Parties.

11. Severability. If any provision of this Agreement or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and its application will not be affected and will be enforceable to the fullest extent permitted by law.

12. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of each of the Parties.

13. Assignment. This Agreement shall not be assigned by any Party without the prior written consent of the other Party.

14. Integration. This Agreement contains the entire agreement between the Parties relating to the provision of Services to the Project. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by all Parties.

15. Non-Waiver Provision. The failure of either party to enforce, or to require performance of the other party, of any of the provisions of this Agreement may not be construed as a waiver of any provision, and that will not affect the validity of any part of this Agreement, or the right of either party to enforce every provision.

16. Force Majeure. Town is not responsible for delay caused by activities or factors beyond the Town's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns, or stoppages, accidents, acts of God, failure of Brown & Associates to furnish timely information, faulty performance by Five Star or contractors, or other governmental agencies. When such delays beyond Town's reasonable control occur, Five Star agrees Town is not responsible in damages nor shall Town be deemed to be in default of this Agreement.

17. Attorneys' Fees. In the event that any Party institutes a suit against another, either by complaint or by way of cross-complaint, including a cross-complaint for indemnity, for alleged negligence, error, omission, or other failure to perform, the losing Party will pay the prevailing Party's reasonable attorneys' fees and costs.

18. Notices. Whenever written notice is required or permitted to be given by any Party to the other, such notice shall have been deemed to have been sufficiently given if personally delivered or delivered by overnight courier service or deposited in the United States Mail in a properly stamped envelope, certified or registered mail, return-receipt-requested, addressed to:

If to Five Star:
Five Star Resort Owner, LLC
Five Star Land Owner, LLC
6720 North Scottsdale Road, Suite 130
Scottsdale, Arizona 85253
Attn: Ritz Project Manager

With a copy to: Withey Morris PLC
2525 East Arizona Biltmore Circle, Suite A212
Phoenix, Arizona 85016

If to Town of Paradise Valley:

Jeremy Knapp
Community Development Director
Town of Paradise Valley
6401 E. Lincoln Dr.
Paradise Valley, AZ 85253

With a copy to: Andrew Miller
Town Attorney
Town of Paradise Valley
6401 E. Lincoln Dr.
Paradise Valley, AZ 85253

19. Right of Cancellation. This Agreement is subject to the provisions of Arizona Rev. Stat. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, security, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other Party to this Agreement in any capacity or a consultant to any other Party to this Agreement with respect to the subject matter of this Agreement.

20. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work or the Fee Schedule, the documents shall govern in the order listed herein.

21. Israel Boycott. Five Star certifies that it is not currently engaged in, and agrees for the duration of this Agreement, that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT.§ 35-393, of Israel.

22. Interpretation. The Parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the Parties may have drafted this Agreement.

23. E-Verify Requirements. If and to the extent A.R.S. § 41-4401 is applicable to this Agreement, Five Star shall comply with laws regarding workers as follows:

    Five Star warrants to Town that Five Star and its contractors will comply with all federal immigration laws and regulations that relate to their employees and that Five Star and all its subcontractors now comply with the E-Verify Program under A.R.S. §23- 214(A).

    A breach of the foregoing warranty by Five Star shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement.

    Town retains the legal right to inspect the papers of any employee of Five Star or any subcontractor who works on this Agreement to ensure that they or the subcontractor is complying with the warranty given above.

    Town may conduct random verification of Five Star and its subcontractors' employment records to ensure compliance with the warranty given above.

    Five Star shall indemnify, defend and hold Town harmless for, from and against all losses and liabilities arising from any and all violations of the warranty given above.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties execute this Agreement upon the terms and conditions stated above, the day and year first above written:

TOWN OF PARADISE VALLEY, an Arizona municipal corporation

By: _____
Brian Dalke, Interim Town Manager

ATTEST:

_____
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

_____
Andrew Miller, Town Attorney

FIVE STAR RESORT OWNER, LLC, a Delaware limited liability company

By: _____
Name: Gerald C. Ayoub
Its: Manager

FIVE STAR LAND OWNER, LLC, a Delaware limited liability company

By: _____
Name: Gerald C. Ayoub
Its: Manager

EXHIBIT A

Scope of Work

Agreement for Professional Services, Town Contract No. CON-19-046-CMD (see attached)

Contract No. **CON-19-046-CMD**

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE TOWN OF PARADISE VALLEY

BROWN & ASSOCIATES

THIS PROFESSIONAL SERVICES AGREEMENT ("**Agreement**") is made and entered into this 1 day of November, 2018 by and between the Town of Paradise Valley ("**TOWN**"), and Brown & Associates Certified Inspection Service, Inc. ("**Brown and Associates**" or "**Consultant**"), an Arizona corporation, whose principal place of business is located at 15601 North 40th Street, Building 130, Phoenix, Arizona 85032, each a "**Party**" and collectively "**Parties.**"

RECITALS

WHEREAS, Five Star Development Resort Communities, LLC ("Five Star") is constructing a resort hotel, commercial facility, and residential dwelling units on property located in the proximity of Lincoln Drive and Mockingbird Lane with the Town (the "Project"); and

WHEREAS, pursuant to the 2015 Development Agreement, approved by Ordinance 696, Five Star has requested that the Town retain a third-party to perform plan review and inspection services on behalf of the Town for the Project; and

WHEREAS, any such services requested by Five Star shall be funded by Five Star in accordance with the terms of the 2015 Development Agreement; and

WHEREAS, the Town may have occasion to separately request plan review and inspection services for the Project from Brown and Associates, which services shall be paid for by the Town; and

WHEREAS, Brown and Associates uniquely possess the specific skill and experience required to perform the Services; and

WHEREAS, the Parties desire to enter into an agreement to whereby Brown & Associates shall perform the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual promises, covenants, and conditions and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date set

forth above and shall remain in full force and effect until June 30, 2020, unless terminated as otherwise provided in this Agreement. At the Town's option, the term of this Agreement may be extended up to an additional six (6) months with the written approval of Brown & Associates.

2. Scope of Work. Consultant shall provide the services described in the Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference ("Services"). Five Star and the Town may request Services from Consultant. Five Star shall designate in writing the person(s) authorized to request Services from Consultant. Only services specifically described in Exhibit A and authorized by the Town through approval of this Agreement shall be provided when requested of the Consultant by Five Star or the Town. Upon completion of an inspection requested by Five Star, Consultant shall obtain Five Star written confirmation that such inspection was completed.

3. Compensation. Town shall pay Consultant an amount not to exceed Two Hundred Forty Thousand Dollars ($240,000) for the Services at the rates set forth in the Fee Schedule, attached hereto as **Exhibit A** and incorporated herein by reference.

4. Invoice Payments. Consultant will submit monthly invoices to the Town and Five Star no later than the fifth day of each month for the Services completed the prior month, and the invoices will be processed for payment as stated below. Each invoice shall be submitted to the Town and to Five Star to the person and address stated in the "Notices" section, below, or to such other person as may be designated in writing by the Town or Five Star.

4.1 Each invoice shall document and itemize all work completed during the prior month. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment, including Five Star's written confirmation of inspection Services.

4.2 Town and Five Star shall review each invoice and Town shall notify the Consultant in writing of any contested or disputed amount within 10 days of receipt of the invoice. Upon satisfaction of the Town's and/or Five Star's concerns, the invoice item will be processed for payment by the Town with the next monthly invoice after resolution.

4.3 Town shall pay Consultant all uncontested amounts within 30 days of the invoice date. If Town fails to pay an invoice when due, Consultant may suspend all Services until such invoice is paid in full, provided that Consultant shall first notify Town and Five Star in writing of the failure to pay the invoice within the 30-day period, after which Town shall have fourteen (14) days to cure the payment failure, and upon no cure having been made, to then suspend all Services.

5. Documents. All documents, including any intellectual property rights thereto,

prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

8. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same locality.

9. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the Town and each council member, officer, employee, volunteer or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

10. Insurance. The Consultant must procure and maintain, until all of its obligations have been discharged, including any warranty periods under this Agreement are satisfied, the required minimum insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work or services by the Consultant, his agents, representatives, employees, or Subcontractors.

10.1 Concurrently with the execution of this Agreement, the Consultant will furnish the Town a certificate of insurance on a standard insurance industry ACORD form.

10.2 Without limiting any obligations or liabilities of the Consultant the Consultant must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed or approved to conduct business in the State of Arizona and with an A.M. Best's rating of B++6 or above with policies and forms satisfactory to Town. Failure to maintain insurance as required is a material breach of this Agreement and may result in cancellation of this Agreement at the Town's option.

10.3 No Representation of Coverage Adequacy: By requiring insurance, the Town does not represent that coverage and limits will be adequate to protect the Consultant, its agents, representatives, employees, Subcontractors or Subconsultants. Consultant is free to purchase any additional insurance as may be determined necessary. The Town will not pay for higher limits, but if the Consultant pays for insurance with higher limits, the Consultant will name the Town as additional insured on any additional insurance. The Town reserves the right to review any and all of the insurance policies and endorsements cited in this Agreement but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the Consultant from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times required by this Agreement.

10.4 The insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.5 Claims Made: In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Agreement by keeping coverage in force using the effective date of this Agreement as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Agreement and can never be after the effective date of this Agreement. Upon completion or termination of this Agreement, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either through purchasing an extended reporting option, or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Agreement.

10.6 Policy Deductibles and or Self-Insured Retentions: The Consultant is solely responsible for any deductible or self-insured retention amount. **Any self-insured retentions and deductibles must be declared to and approved**

by the Town. If not approved, the Town may require that the insurer reduce or eliminate any self-insured retentions with respect to the Town, its officers, officials, agents, employees and volunteers. Alternatively, the Town, at its option, may require the Consultant to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

10.7 Use of Subcontractors: If any work is subcontracted in any way, the Consultant must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as required of the Consultant in this Agreement. The Consultant is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

10.8 Evidence of Insurance and Required Endorsements: Before commencing any work or services under this Agreement, the Consultant must furnish the Town with Certificate(s) of Insurance, or formal endorsements issued by the Consultant's insurer(s) as evidence that policies are placed with acceptable insurers and provide the required coverages, conditions, and limits of coverage and that the coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the Town will reasonably rely upon the Certificate of Insurance as evidence of coverage, but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the Consultant must forward renewal Certificates to the Town within 10 days after the renewal date containing all the necessary insurance provisions.

10.9. The policies are to contain, or be endorsed to contain, the following provisions:

10.9.1. For Commercial General Liability and Automobile Liability Coverages:

10.9.1.1. The Town, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the Consultant including the Town's general supervision of the Consultant; Products and Completed Operations of the Consultant; and automobiles owned, leased, hired, or borrowed by Consultant.

10.9.1.2 The Town, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the Consultant, even if those limits of liability are in excess of those required by this Agreement.

10.9.1.3. The Consultant's insurance coverage must be primary

insurance with respect to the Town, is officers, officials, agents, and employees. Any insurance or self-insurance maintained by the Town, its officers, officials, agents, and employees must be in excess of the coverage provided by the Consultant and must not contribute to it.

10.9.1.4. The Consultant's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.9.1.5 Coverage provided by the Consultant must not be limited to the liability assumed under the indemnification provisions of this Agreement.

10.9.1.6 The policies must contain a waiver of subrogation against the Town, is officers, officials, agents, and employees for losses arising from work or services performed by the Consultant under this Agreement.

10.9.2. For Workers' Compensation and Employers Liability Coverage: The insurer must agree to waive all rights of subrogation against the Town, its officers, officials, agents, employee, and volunteers for losses arising from work or services performed by the Consultant for the Town.

10.10 Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided, canceled by either party, reduced in coverage or in limits except after first giving 30 days written notice, by certified mail, return receipt requested to: Town Manager, Town of Paradise Valley, 6401 East Lincoln Drive, Paradise Valley, Arizona 85253.

10.10.1. If the Consultant receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be CONSULTANT'S responsibility to provide notice within three (3) days of same to the Town.

10.11 Verification of Coverage. The Consultant must furnish the Town Certificate of Insurance ACORD form (or equivalent approved by the TOWN) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage's must be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by the TOWN before Work commences. Each insurance policy required by this Agreement must be in effect on or before the earlier of commencement of work

under the Agreement or the signing of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement.

All Certificates of Insurance required by this Agreement shall be sent directly to the Town of Paradise Valley, Town Clerk's Office. The contract number must be included on the Certificate of Insurance. The Town of Paradise Valley shall be included as the "Certificate Holder." The Town reserves the right to require complete, certified copies of all insurance policies required by this Agreement, at any time.

10.12. Required Coverage:

10.12.1. Commercial General Liability: The Consultant must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than $2,000,000 for each occurrence, $4,000,000 Products and Completed Operations Annual Aggregate, and a $4,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.

10.12.2. Professional Liability: The Consultant must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose acts, mistakes, errors and omissions the Consultant is legally liable, with a liability insurance limit of $3,000,000 each claim and $4,000,000 all claims. If the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for seven (7) years past completion and acceptance of the work or services, the Consultant must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3-year period.

10.12.3. Vehicle Liability: The Consultant must maintain Business Automobile Liability insurance with a limit of $2,000,000 each accident on the Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.

10.12.4. Workers Compensation Insurance: The Consultant must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Consultant's

employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability Insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

10.12.5. Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than $5,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, Professional Liability, and Employer's Liability, as required above.

11. Reserved.

12. Termination; Cancellation.

12.1 For Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause at any time after receipt by Consultant of written notice by the Town. If terminated, Consultant must immediately stop all work and will immediately cause any of its suppliers and Subcontracts to stop work. Upon termination for convenience, Consultant shall be paid for all undisputed Services performed to the termination date.

12.2 For Cause. Except for the failure to make payments, which is governed by Section 4, if any Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (A) provides written notice to the non-defaulting Party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 60 days. In the event of such termination for cause, Consultant shall be paid for all undisputed Services performed to the termination date. If the Town improperly cancels the Agreement for cause, the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Agreement.

12.3 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any

time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

12.4 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

12.5 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Consultant and Five Star informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Consultant and Five Star hereby waive any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or

subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the Services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to, nor will they, combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona. The Parties agree that the proper jurisdiction and venue for any proceeding arising out of this Agreement shall be in the State of Arizona, County of Maricopa.

13.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Parties.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of any Party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this

Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting this Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

13.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

13.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.11 Attorneys' Fees. In the event any Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any

amounts Consultant owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for delinquent fees and transaction privilege taxes, including any interest or penalties.

13.14 Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below (or to any other address the Parties may substitute by giving written notice):

If to CONSULTANT:

Michael J. Brown
President
Brown & Associates Certified Inspection Services, Inc.
15601 North 40th Street, Building 130
Phoenix, Arizona 85032

If to the TOWN:

Town of Paradise Valley
Attn: Town Manager
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

With a required copy to:

Town of Paradise Valley
Attn: Town Attorney
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

If hand delivered, Notices are received on the date delivered. If delivered by certified or registered mail or by overnight delivery service, Notices are received on the date indicated on the receipt. **Notice by facsimile or electronic mail is not adequate notice.**

13.15 Records. The Town may audit all of the Consultant's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place. Records of Consultant direct labor costs, payroll costs, and reimbursable expenses pertaining to the project covered by the Agreement will be kept

on a generally recognized accounting basis and made available during normal business hours upon reasonable notice.

13.16 E-Verify Requirements. If and to the extent A.R.S. §41-4401 is applicable to this Agreement, Consultant shall comply with laws regarding workers as follows:

Consultant warrants to Town that Consultant and all its subcontractors will comply with all federal immigration laws and regulations that relate to their employees and that Consultant and all its subcontractors now comply with the E-Verify Program under A.R.S. §23- 214(A).

A breach of the foregoing warranty by Consultant shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement.

Town retains the legal right to inspect the papers of any employee of Consultant or any subcontractor who works on this Agreement to ensure that they or the subcontractor is complying with the warranty given above.

Town may conduct random verification of Consultant and its subcontractors' employment records to ensure compliance with the warranty given above.

Consultant shall indemnify, defend and hold Town harmless for, from and against all losses and liabilities arising from any and all violations of the warranty given above

13.17 Israel Boycott. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement, that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT.§ 35-393, of Israel.

I3.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work or the Fee Schedule, the documents shall govern in the order listed herein.

13.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, the day and year first above written.

BROWN & ASSOCIATES CERTIFIED INSPECTION SERVICES, INC.
an Arizona corporation

By: _____
Name: Michael J. Brown
Title: President

TOWN OF PARADISE VALLEY, ARIZONA,
an Arizona municipal corporation

By: _____
Brian Dalke
Its: Interim Town Manager

ATTEST:

By: _____
Duncan Miller, Town Clerk

TOWN CLERK TOWN OF PARADISE VALLEY SEAL MARICOPA COUNTY, ARIZONA 1961

APPROVED AS TO FORM:

By: _____
Andrew M. Miller, Town Attorney

EXHIBIT "A"

Scope of Work and Fee Schedule (see attached)

EXHIBIT A – SCOPE OF WORK

A. PLAN REVIEW SERVICES

BROWN & ASSOCIATES shall, upon the request of the TOWN OF PARADISE VALLEY ("TOWN"), provide BUILDING PLAN REVIEW SERVICES to ensure compliance with Codes and Ordinances as adopted by the Town. Review time for plans shall be in accordance with the following table:

PROJECT TYPE / SIZE	STANDARD REVIEW	EXPEDITED REVIEW	SUBSEQUENT RECHECKS
Single & Multi-Family Residential	5 to 10	5	5
Commercial to 75,000 sq. ft.	10	5	5
Commercial 75,001 to 150,000 sq. ft.	12 to 15	7	5 to 10
Commercial greater than 150,000 sq. ft.	15	8	7
Warehouse 150,001 to 500,000 sq. ft.	20	10	10
Warehouse 500,001 to 1,000,000+ sq. ft.	30	15	15
Fire Protection Systems & Civil Review	5 to 10	5	5
Deferred Submittals	Same turnaround as initial review		

B. PROJECT MANAGER SERVICES

BROWN & ASSOCIATES shall provide PROJECT MANAGER SERVICES to ensure compliance with all applicable codes, standards and project specifications. Services include requested attendance of project OAC meetings, review of RFI's and ASI's, coordination and communication with project team representatives, project oversight for services, identify any non-compliance and/or design issues and assist with recommendations and alternatives for resolutions, and interface with all other agencies and departments. Services also include quality assurance inspections upon project phase completion and coordination with the final owner punch list.

C. BUILDING AND CIVIL INSPECTION SERVICES

BROWN & ASSOCIATES shall provide BUILDING AND CIVIL INSPECTION SERVICES to ensure compliance with all applicable codes, standards and project specifications. Inspection Services include; daily field observation reports documenting any issues that arise on-site, reporting any defects, deficiencies, and quality issues or concerns, attendance of requested project meetings, and photographs of work being performed during the course of the construction schedule. Building Inspection services include monitoring construction for adherence to the requirements listed on the approved construction documents under the disciplines of Architectural, Structural, Mechanical, Plumbing, Electrical, Model Energy, Accessibility, and Civil. The Town of Paradise Valley will be providing Fire Safety Inspection services.

Normal hours of inspection services for determination of Brown & Associates fees is at a schedule of Monday through Friday from 7:00 AM- 3:00 PM Arizona time. Inspection times may be adjusted based on seasonal conditions and not to exceed an agreed upon 8-hour work day. Expedited, before or after hour, weekend and holiday inspection services are available for one and a half times the regular hourly rate for personnel provided with a three-hour minimum. Brown & Associates Holiday Schedule includes: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Inspection notification shall be executed with an agreed upon fax or e-mail process from the Contractor and shall be submitted to B&A by 3:00 PM Arizona Time, 24-hours prior to the date of inspection. Requests received after the deadline will be subject to additional fees. A three-hour window will be provided for all requested inspections.

D. ADMINISTRATION SERVICES

BROWN & ASSOCIATES shall provide ADMINISTRATION SERVICES to ensure compliance with Codes and Ordinances as adopted by the TOWN. Services include but are not limited to: processing and scheduling requests and field reports, project document control, processing review letters, distribution and coordination to the project team, permit tracking, records management, and quality assurance of project documents.

E. MISCELLANEOUS BUILDING SAFETY SERVICES

BROWN & ASSOCIATES shall, when authorized by TOWN, perform such additional Building Safety functions as requested.

BROWN & ASSOCIATES shall have the protection from liability afforded by applicable International Building Code to maximum extent permitted by law when BROWN & ASSOCIATES is acting pursuant to the provisions of such section outlined in this Exhibit A – Scope of Work. This provision is not intended and shall not operate in any way to increase Agency's liability or to decrease its lawful immunity from liability.

EXHIBIT A – FEE SCHEDULE

A. PLAN REVIEW SERVICES

For BUILDING PLAN REVIEW SERVICES of Architectural, Structural, Mechanical, Electrical, Plumbing, Accessibility and Model Energy performed for the Client, BROWN & ASSOCIATES shall be compensated at a lump sum rate of 75% of the Plan Check Fee calculated pursuant to the current International Code Council Building Valuation Data (ICC BVD) and B&A Permit Fee Table 1-A for an initial review and one complete recheck of the project documents. Third and subsequent, Fire and Civil review, deferred submittals, and revisions to approved plans will be at BROWN & ASSOCIATES hourly rates for personnel provided. Expedited plan review services are available at a rate of twice the calculated or hourly rate as agreed upon at acceptance of project.

PERMIT FEE TABLE 1-A

TOTAL VALUATION	FEE
$1.00 to $500.00	$60.00
$501.00 to $2,000.00	$59.88 for the first $500.00 plus $4.09 for each additional $100.00, or fraction thereof, to and including $2,000.00
$2,000.01 to $25,000.00	$121.26 for the first $2000.00 plus $14.00 for each additional $1000.00, or fraction thereof, to and including $25,000.00
$25,001.00 to $50,000.00	$553.25 for the first $25,000.00 plus $13.54 for each additional $1000.00, or fraction thereof, to and including $50,000.00
$50,001.00 to $100,000.00	$891.99 for the first $50,000.00 plus $9.39 for each additional $1000.00, or fraction thereof, to and including $100,000.00
$100,001.00 to $500,000.00	$1361.54 for the first $100,000.00 plus $7.50 for each additional $1000.00, or fraction thereof, to and including $500,000.00
$500,001.00 to $1,000,000.00	$4366.58 for the first $500,000.00 plus $6.38 for each additional $1000.00, or fraction thereof, to and including $1,000,000.00
$1,000,001.00 and above	$7552.77 for the first $1,000,000.00 plus $4.90 for each additional $1000.00, or fraction thereof.

B. PROJECT MANAGER, INSPECTION AND ADMINISTRATIVE SERVICES

For PROJECT MANAGER, INSPECTION, AND ADMINISTRATIVE SERVICES performed under this Exhibit A of the Agreement, BROWN & ASSOCIATES shall be compensated at hourly rates for personnel provided. A minimum 2-hours will be assessed for inspections on a given day.

Code consultation will be recorded in time increments of 1/10 of one hour. Certain code consulting services will be charged in a minimum time increment, unless a greater amount of time is actually expended. Examples of such minimum time increments are as follows: telephone calls at a minimum of 0.2 hours; and correspondence of emails (received and sent) at a minimum of 0.2 hours.

Normal hours of inspection services for determination of Brown & Associates fees is at a schedule of Monday through Friday from 7:00 AM- 3:00 PM Arizona time. Inspection times may be adjusted based on seasonal conditions and not to exceed an agreed upon 8-hour work day. Expedited, before or after hour, weekend and holiday inspection services are available for one and a half times the regular hourly rate for personnel provided with a three-hour minimum. Brown & Associates Holiday Schedule includes: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Inspection notification shall be executed with an agreed upon fax or e-mail process from the Contractor and shall be submitted to B&A by 3:00 PM Arizona Time, 24-hours prior to the date of inspection. Requests received after the deadline will be subject to additional fees. A three-hour window will be provided for all requested inspections.

HOURLY RATES

Building Official	$125
Project Manager	$125
Structural Engineer	$125
Fire Protection Engineer	$125
Civil Engineer	$125
Senior Plans Examiner	$100
Senior Building Inspector	$100
Building Inspector	$90
Senior Permit Specialist	$70
Clerical / Administration	$60

All building safety consulting services provided will be invoiced for hours spent by the specific staff member on a task for the project. BROWN & ASSOCIATES will provide an itemized breakdown of hours and description of the task, and shall also provide a monthly status report on the project (Schedule of Values).

TYPICAL REQUIRED BUILDING INSPECTIONS

Brown & Associates will verify that the work being done conforms to the various codes, regulations, laws, and ordinances applicable to that job. Our inspectors will also check to ensure the work agrees with the approved set of plans issued with the permit. The approved set of plans and the building permit issued must be available to the inspector.

The following checklist is intended to assist contractors and owner-builders in the inspection process. The checklist is provided to make the inspection process more efficient for the contractor and the inspector. It has the basic inspection conditions required and some of the most common corrections inspectors find at many required inspections. The checklist does not contain all possible inspections, but the most common ones noted at each stage of construction. This is not intended to be a complete list of items to be checked. Although they all may not be applicable to your particular project, please use it as a general guideline:

1. **TEMPORARY CONSTRUCTION POWER**
   Temporary power installations will be inspected after the meter set, disconnect, and ground fault protected receptacles are installed on the building site. The permit for the temporary power can be included with the main building permit or can be a separate permit if installation is needed prior to main building permit issuance.

2. **FOOTING INSPECTION**
   This is done after the footing has been formed and any reinforcing steel is installed and prior to the placement of concrete. Any prescribed below-grade vapor barrier and/or insulation must be in place.

3. **FOUNDATION INSPECTION**
   This is done after the foundation walls have been formed and the reinforcing steel is installed and prior to placement of concrete. Any prescribed below-grade vapor barrier and/or insulation must also be in place.

4. **MASONRY PRE-GROUT INSPECTION**
   This is done after the masonry has been installed, after all required reinforcing for the wall has been completed and prior to placement of grout.

5. **RETAINING WALLS AND FOUNDATIONS**
   This is done after the footing has been formed, after all required reinforcing steel is installed and prior to the placement of concrete. Any prescribed below-grade vapor barrier and/or insulation must be in place. A second inspection for any cast in place walls is required once the reinforcing steel has been installed.

6. **ROUGH-IN UNDERGROUND PLUMBING**
   This is done after the underground and/or under slab plumbing is installed but prior to it being covered. Testing of the system as required by code shall be in place at the time of inspection.

7. **ROUGH-IN UNDERGROUND ELECTRICAL**
   This is done after the underground and/or under slab electrical conduit is installed but prior to it being covered.

8. **SEWER INSPECTION**
   This is done when the building sewer (that portion of the drainage system from two feet outside the building to public sewer) is installed, and prior to it being covered. Testing of the system as required by code shall be in place at the time of inspection.

9. **WATER SERVICE**
This is done when the water service piping from the water authority stop valve to the building is in place and prior to it being covered. Testing of the system as required by code shall be in place at the time of inspection.

10. **WATER METER SETTING INSPECTION**
The water meter setting must pass inspection before the Certificate of Occupancy or a Temporary Certificate of Occupancy can be issued. Utility authority approval is also required.

11. **GAS LINE TEST**
This shall be made after gas piping, fittings, unions, and valves have been installed and before any such piping has been covered or concealed or any fixture or appliance has been attached thereto. Testing of the system as required by code shall be in place at the time of inspection.

12. **DWV AND WATER SUPPLY INSPECTION**
This is done after the above ground plumbing (water and drainage piping) is installed, prior to the framing inspection. Piping must not be covered until after the framing inspection, and where applicable, concurrent with the framing inspection. Testing of the system as required by code shall be in place at the time of inspection.

13. **ELECTRICAL SERVICE ENTRANCE SECTION INSPECTION**
This is done when prior to the electrical meter being set. The electrical service equipment must be installed, properly bonded and connected to a grounding electrode system. This inspection authorizes the utility authority to energize equipment when requested by the contractor and/or owners representative. All energized parts should be suitably protected against accidental contact after they are energized. A lockout tag out procedure shall be provided to the inspector if requested.

14. **ROUGH MECHANICAL INSPECTION**
This is done after all mechanical equipment, vents, and duct work has been installed. This inspection should also precede or be concurrent with the framing inspection.

15. **ELECTRICAL ROUGH-IN INSPECTION**
This is done after the premises wiring system and/or conduit system has been installed, and it should precede or be concurrent with the framing inspection.

16. **SHEAR WALL, ROOF AND DIAPHRAGM INSPECTION**
This is done when all sheer walls are installed, hold downs and wall anchorage is installed, vertical and horizontal diaphragms (floor and/or roof) are installed, and fastening of the diaphragm is completed, and all hardware and required structural bracing is in place.

17. **FRAME AND ROOF INSPECTION**
This is done after the structures walls, floors, and other framing members are in place, after the exterior sheathing has been installed and after the wall and roof vapor barrier is installed. The walls and roof must be completed to the point where the building interior can be considered weather protected. All of the sub-systems such as plumbing, mechanical, and electrical must be inspected prior to the installation of wallboard, interior sheathing and insulation.

18. **FIRE SPRINKLER ROUGH INSPECTION**
This is done during rough frame inspection and prior to the insulation and wall board inspection or during the same time. It includes an inspection of the fire sprinkler piping and testing of a zone or the entire system.

19. **FIRE ALARM ROUGH INSPECTION**
This is done prior to, or during the same time as the building framing inspection. All fire alarm conduit, boxes and equipment locations shall be identified or installed.

20. **FIRE RESISTANCE RATING INSPECTION**
These inspections are conducted during the course of construction to verify the fire resistance rating of assemblies, penetrations, and openings are installed. Spay applied fire resistance rating inspections for structural elements are considered as a special inspection not conducted as part of this building inspection.

21. **INSULATION INSPECTION**
After approval of the framing and rough mechanical, electrical and plumbing inspections insulation shall be installed. Prior to the installation of wallboard, an insulation inspection is required to verify proper R values, air sealing and fire blocking is installed.

22. **ABOVE CEILING INSPECTION**
This is done when all work contained above the ceiling has been completed. This includes, but is not limited to mechanical, plumbing, electrical, low voltage, penetrations, fire sprinkler/alarm installation, and special systems installation.

23. **WALL BOARD**
This is done when all wall board is in place and before joints and fasteners are taped and finished. This inspection may also include the exterior of the building prior to the installation of exterior finish systems such as EIFS and lath/stucco.

24. **ENVELOPE INSPECTIONS**
Envelope Inspection services include review and observation during the installation of the interior and exterior waterproofing systems, product utilization, quality of work, and documentation of any non-conformance issues

25. **SPECIAL FIRE/LIFE SAFETY SYSTEMS TESTING AND FINAL**
Inspections for special fire/life safety systems such as smoke control and emergency power systems are required during installation and prior to the building final inspection. Testing may also be required based on the system design. Special inspections are required for some systems based on the design and project specifications. Those special inspections are in addition to those listed in this document.

26. **FIRE SPRINKLER AND FIRE ALARM FINAL**
This is done prior to, or during the building final inspection. All equipment and devices shall be installed and tested at this time.

27. **FINAL INSPECTION**
This is done after all work indicated in the approved construction documents has been completed. This inspection is to be called for, and passed, prior to building occupancy.

MISCELLANEOUS INSPECTIONS
Inspection of miscellaneous site elements including, but not limited to, site accessibility, site walls, underground electrical, flag poles, light pole bases, gates, concrete pads, etc. may be required based on the project design.

NOTE: *Special inspections required by the Building, Mechanical, Plumbing, Electric and Fire code are not included as part of Brown & Associates scope of services. Special inspections shall be in addition to the required inspections listed above. Refer to applicable codes and standards used in the design of the project for requirements. Site civil inspections related to earthwork, concrete curbs, asphalt, storm drain, offsite sewer/water, site hardscape, landscaping, irrigation and other related horizontal construction not specifically listed above are not included in the scope of inspections provided by Brown & Associates.*

NOTICE TO BUILDING PERMIT HOLDER

Please be advised the building permit holder is responsible for the following.

1. Notifying Brown & Associates when the project is ready for inspection. Do this by submitting an Inspection Request to inspect@planreviewandinspections.com or calling 480-991-3751 and be ready to provide the permit number, address, and type of inspection needed. **Deadline for Request:** All requests must be received by 3:00 PM Arizona Time, 48-hours prior to the date of inspection. Requests received after the deadline is subject to additional fees.
    - Inspection Time may be adjusted based on seasonal conditions. A three-hour window will be provided for all requested inspections. Inspection times that exceed the agreed upon 8-hour work day will be considered After Hours Inspections.
    - After Hours, Holidays and Weekend Inspections will be mutually agreed upon before scheduling and subject to additional fees.
    - A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.

2. Providing access and means for inspections, including:
    - Ensuring the components to be inspected are readily visible and are not concealed or permanently covered; and
    - Ensuring access to the work to be inspected is readily available by temporary stairs, ladder, or other necessary means to perform the inspection.

3. The building inspectors can walk inspections without a superintendent or job foreman onsite, it is always advisable to walk the inspection with the building inspector. This improves the communication link and adds value to the time taken out of the schedule for required inspections.

4. Maintaining the permit on active status to avoid expiration. Do this by commencing the work that was authorized by the permit and scheduling and inspection within 180-days from the date of the permit issuance. If no inspections have been scheduled within 180-days from the date of permit issuance, or if the period between inspections exceeds 180-days, the permit will automatically become null and void, without further notice to the permit holder, unless the building permit holder notifies Brown & Associates, in writing, of their need for an extension.

   A building permit holder may be granted a 180-day extension provided they are able to show that circumstances beyond the control of the permit holder prevented the commencement of the work that was authorized by the permit. This extension request must be made prior to the expiration date of the permit. If any expiration period passes and no extension is requested or granted, the building permit holder must obtain a new permit in order to recommence the work.

Action Report

File #: 26-188

AGENDA TITLE:
Discussion and Possible Action to Approve the First Amendment to the Linking Agreement (CON-25-031-PBW-A1) with M.R. Tanner Development and Construction, Inc for Street Maintenance Services

RECOMMENDATION:

1. Approve implementation of the Fiscal Year 2026/27 Pavement Preservation Program that includes - Invergordon Rd, Chaparral Rd, District 3, Remaining portion of District 6, and a portion of Desert Fairways;
2. Approve expenditure of funds from the Pavement Management Budget - Highway Users Revenue Fund (HURF)
3. Authorize the Town Manager to execute CON-25-031-PBW, Job Order Number 5, with M.R. Tanner, in the amount of $3,888,159.45 for FY 27.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY

STAFF REPORT

TO: **Mayor Stanton and Town Council Members**

FROM: **Andrew B. Ching, Town Manager**
Isaac Chavira, Public Works Director
Chris Martinez, Public Works Superintendent

DATE: **June 11, 2026**

DEPARTMENT: Public Works
Isaac Chavira, 480-348-3540
Chris Martinez, 480-348-3527

AGENDA TITLE:
Discussion and Request action Authorizing Expenditure of Funds for FY27 Pavement Preservation Program

RECOMMENDATION:
Authorize implementation of the Fiscal Year 2026/27 Pavement Preservation Program that includes – Invergordon Rd, Chaparral Rd, District 3, Remaining portion of District 6, and a portion of Desert Fairways; approve expenditure of funds from the Pavement Management Budget - Highway Users Revenue Fund (HURF); authorize the Town Manager to execute CON-25-031-PBW, Job Order Number 5, with M.R. Tanner, in the amount of $3,888,159.45 for FY 27.

Upon completion and acceptance by Town of Paradise Valley, it is recommended that the Town Council approves a resolution including the portion of Invergordon Rd between Sage Dr and Chaparral Rd, to prevent disruption and damage to streets and rights-of-way by designating a period of five (5) years in which excavation is prohibited, per Town Code Section 5-10-1.C.4. except for emergency excavations made pursuant to Town Code Section 5-10-1.E.

Town staff have coordinated with all known utility providers operating within the project corridor to ensure that planned maintenance activities and infrastructure upgrades are completed prior to the street resurfacing work. Following completion of the project, formal notification will be provided to all utility companies regarding the Town's adopted pavement preservation resolution, which restricts roadway excavations in order to protect the Town's investment in the newly resurfaced pavement.

While emergency utility repairs will continue to be permitted, any pavement restoration associated with such work must comply with the Town's stringent restoration standards.

These requirements are administered by the Town Engineer and subject to approval by the Public Works Director to ensure the long-term integrity and performance of the roadway.

This pavement preservation approach has proven effective on previous roadway resurfacing projects, including Lincoln Drive (2021), Tatum Boulevard (2018), and Doubletree Ranch Road (2004), where similar “no-cut” resolutions were adopted and successfully implemented.

SUMMARY STATEMENT:
Fiscal Year 2026/27 Pavement Preservation Project:

Roadways scheduled to pavement repairs and surface treatments including Sidewalk and ADA improvements:

1. **Invergordon Rd,** a Minor arterial, is approximately 1.5 linear miles of pavement with an average Pavement Condition Index (PCI) rating of 77. It is recommended that this roadway receives a 2” mill and overlay of Rubberized Asphalt PMTR (Polymer Modified Tire Rubber) between Chaparral Rd and Sage Dr. Four ADA (Americans with Disabilities Act) accessible sidewalk ramps will be upgraded to current standards and specifications. ADA ramps at the Southwest and Northwest corner of Cholla Ln and ADA ramps at the Northwest and Southwest corner of Vista Dr will be removed and replaced. Asphalt patching is recommended between Sage Dr and Lincoln Dr. Crack seal and micro-seal will occur after asphalt repairs are made between Sage and Lincoln Dr.

2. **Chaparral Rd,** a Collector Rd, is approximately 1300 LF in length with an average PCI rating of 67. It is recommended that this segment of the roadway receives asphalt patch repairs at degraded locations and finalized with a crack seal and micro-seal. The boundary of this roadway goes from 68th St to Invergordon Rd.

3. **Maintenance District 3,** a collection of neighborhood roads**,** has approximately 8.7 total linear miles of pavement with an average PCI rating of 72. It is recommended that this district receive a crack seal and an application of high-density mineral bond, Polymer Modified Master Seal (PMM), and Liquid Road (mineral and fiber reinforced asphalt emulsion pavement coating) throughout the district. Prior to the surface seal, various locations will receive asphalt patch repairs.

4. Remainder of **Maintenance District 6,** a collection of neighborhood roads**,** has approximately 11.9 linear miles of pavement with an average PCI rating of 56. Due to
Budgetary limitations, approximately 50% of District 6 was maintained in FY 26 and the remainder of the roads will be milled and overlaid in FY27. It is recommended this section receives a 2” mill and overlay of Conventional Asphalt. Locations of streets planned for maintenance in FY 27 are shown within the PowerPoint.

5. **Desert Fairways Dr,** a Local neighborhood road, is approximately 1.3 linear miles in total length. 0.3 Miles of this road, from Tatum to Shadow Mountain, is showing excessive raveling and degradation of the pavement causing poor ride quality for commuters and cyclists and has an average PCI rating of 67. It is recommended to repair damaged asphalt at degraded locations and treat the surface of pavement with a crack seal and micro-seal. The boundary of this repair and treatment extends between Tatum Blvd and Shadow Mountain Rd.

BUDGETARY IMPACT:
The total proposed contract cost is $3,888,159.45. The Pavement Management Budget, Highway Users Revenue Fund (HURF) (line item #20-40-871) for FY 2026/27 is $4,000,000.00. including a 3% contingency. The project cost allocation is as follows:

- Invergordon Rd maintenance and ADA improvements = $873,028.45
- Chaparral Rd maintenance = $93,469.00
- District 3 maintenance = $447,712.50
- Remainder of District 6 maintenance and ADA improvements = $2,387,951.50
- A portion of Desert Fairways maintenance = $85,998.00
- **Total Project Cost = $3,888,159.45**

ATTACHMENT(S):

A. Staff Report
B. Original Contract, Amendment, Job Order, and Proposal
C. Presentation

FIRST AMENDMENT
TO THE
LINKING AGREEMENT
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
M. R. TANNER DEVELOPMENT AND CONSTRUCTION, INC.

THIS FIRST AMENDMENT TO THE LINKING AGREEMENT (this "Amendment") is entered into as of _____, 2026, between the Town of Paradise Valley, an Arizona municipal corporation (the "Town"), and M.R. Tanner Development and Construction, Inc., an Arizona corporation (the "Contractor"). The Town and the Contractor are the only parties to this Amendment; each is an individual "Party," and together they are the "Parties."

RECITALS

A. The Parties entered into the Linking Agreement, No. CON-25-031-PBW dated February 19, 2025, for the Contractor to provide street maintenance services (the "Agreement").

B. The Town has determined that additional services by the Contractor are necessary (the "Additional Services").

C. The Parties desire to enter into this Amendment to extend the term of the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this Amendment have the same meanings as contained in the Agreement.

2. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2027, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

3. Effect of Amendment. The Agreement is affirmed and ratified, and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Amendment, under any of the terms or conditions of the Agreement, and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Amendment are forever waived.

5. Conflict of Interest. This Amendment and the Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

6. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of the Agreement, as amended, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, the Contractor shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that the Contractor has remedied the noncompliance within 180 days after that, the Agreement shall terminate unless the termination date of the Agreement occurs before the end of the remedy, in which case the Agreement terminates on its termination date.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this instrument as of the date and year first set forth above.

"**Town**"	"**Contractor**"
TOWN OF PARADISE VALLEY, an Arizona municipal corporation	M. R. TANNER DEVELOPMENT AND CONSTRUCTION, INC., an Arizona corporation
_____ Andrew Ching, Town Manager	_____ Signature
ATTEST:	_____ Name
_____ Duncan Miller, Town Clerk	_____ Title
APPROVED AS TO FORM:	
_____ Andrew J. McGuire, Town Attorney Gust Rosenfeld P.L.C.	

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

M. R. TANNER DEVELOPMENT AND CONSTRUCTION, INC.

EXHIBIT B
JOB ORDER NO. 5
PAVEMENT PRESERVATION WORK

See the following pages

TOWN OF PARADISE VALLEY
JOB ORDER CONTRACTING AGREEMENT
WITH
M. R. TANNER DEVELOPMENT AND CONSTRUCTION, INC.

JOB ORDER NO. 5
PAVEMENT PRESERVATION WORK

This Job Order No. 5 (this "**Job Order**") is entered into on this ____ day of _____, 2026 (the "**Effective Date**"), by and between the Town of Paradise Valley, an Arizona municipal corporation (the "**Town**") and M.R. Tanner Development and Construction, Inc., an Arizona corporation authorized to do business in Arizona (the "**Contractor**"). This Job Order is subject to and governed by the terms and conditions of the City of Buckeye Contract No. 2025081 (the "**Base Agreement**") and of Town of Paradise Valley Linking Agreement for Cooperative Purchase No. CON-25-031-PBW (the "**Agreement**").

ARTICLE 1
Scope of Work

The JOC shall furnish all labor, materials, and equipment, as more fully set forth in the Pavement Preservation Work Proposal, which is attached hereto as **Attachment 1** and incorporated as if fully set forth herein (the "**Work**"), as set forth in the Plans and Specifications, which are attached hereto as **Attachment 2** and incorporated as if fully set forth herein (the "**Project**").

ARTICLE 2
Schedule of Completion

The Contractor shall commence work within 10 days from issuance by the Town of a Notice to Proceed and shall complete the Work within 364 calendar days. In view of the difficulty or impossibility of determining the Town's damages from delay, should the JOC fail to achieve Substantial Completion within the above number of calendar days, as may be extended by any Town-approved Change Orders, the JOC agrees to pay and will pay to the Town, in addition to all other sums owed pursuant to the Agreement, the sum of $280 for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the cost of the Work as it becomes due. Should liquidated damages exceed the cost of the Work due or to become due, then the JOC shall pay the Town the difference within three days of receipt of written demand.

ARTICLE 3
Cost of the Work

The JOC shall complete the Work for the prices set forth in **Attachment 1**. The total cost to complete the Work under this Job Order shall not exceed **$3,888,159.45**

ARTICLE 4
Bonds

Payment and Performance Bonds are required for this Project and are attached hereto as **Attachment 3** and incorporated as if fully set forth herein.

ARTICLE 5
Additional Terms

This Job Order is subject to the terms and conditions of the Agreement and the Base Agreement and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Job Order, the JOC certifies its compliance with A.R.S. § 35-393.01.

To the extent applicable under A.R.S. § 35-394, the JOC certifies that it does not, and will not, for the duration of the Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

In the event of any conflict or discrepancy between the terms of this Job Order, the Agreement, the Base Agreement, **Attachment 2** to this Job Order, and **Attachment 1** to this Job Order, the documents shall govern in that order.

ARTICLE 6
Attachments

This Job Order includes and incorporates the following Attachments:

Attachment 1 – Proposal
Attachment 2 – Plans and Specifications
Attachment 3 – Payment and Performance Bonds

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

_____
Andrew Ching, Town Manager

ATTEST:

_____
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, Town Attorney

M.R. TANNER DEVELOPMENT AND CONSTRUCTION, INC.,
an Arizona corporation:

By: _____

Name: _____

Title: _____

ATTACHMENT 1
TO
JOB ORDER NO. 5

PROPOSAL
PAVEMENT PRESERVATION WORK

See the following pages.

MR TANNER CONSTRUCTION

1327 West San Pedro Street · Gilbert, Arizona 85233-2403
Phone (480) 633-8500 · Fax (480) 633-8111

CONTRACT/ PROPOSAL

CLASS A LICENSE NO. 111576-A
An Equal Opportunity Employer

Date 2/16/2026

To Paradise Valley

Attention Chris Martinez

Job Name Chaparral- Invergordon to 66th St
Location
Architect- Engineer
Plans Dated
Soil Engineer
Report Date

We propose to furnish all labor and material necessary to complete the work as described per our unit prices. All work will be done in accordance with the plans, specifications, and per the requirements of the governing municipality.

Thank you for the opportunity of submitting a bid on the above- described job.

PROPOSAL OF WORK TO BE FURNISHED

NO.	ITEM DESCRIBED	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	CHAPARRAL- INVERGORDON TO 66TH ST				
	2" MILLING (REPAIR BEFORE MICROSEAL)	600.00	SY	2.50	1,500.00
	2" AC CAP (1/2" PMTR)	600.00	SY	20.00	12,000.00
	CRACK FILL	18,200.00	LF	0.25	4,550.00
	MICROSEAL	4,300.00	SY	5.33	22,919.00
	STRIPING (STRIPE REMOVAL, TEMP, & 30 DAY THERMO)	1.00	LS	16,400.00	16,400.00
	TRAFFIC CONTROL	1.00	LS	19,800.00	19,800.00
	OFFICERS	1.00	LS	16,300.00	16,300.00
	Subtotal				**$ 93,469.00**
	Sales Tax				**INCLUDED**
	Total Bid				**$ 93,469.00**

Payment to be based on actual field-measured quantities unless otherwise stated. 90% monthly progress draws on completed work with the final 10% due 30 days after final completion and acceptance of our work. Interest will be charged at the rate of 1.5% per month on all late balances. Any and all costs or fees necessarily incurred in the pursuit of the collection of this account will be paid by the owner.

ACCEPTANCE OF CONTRACT/ PROPOSAL

The above prices, specifications and conditions on the front and **back** of this proposal are satisfactory and are hereby accepted, giving M.R. TANNER CONSTRUCTION authorization to complete work as specified. Funding verification and further payment term conditions to be established prior to execution of contract agreement or commencement of work.

M. R. TANNER CONSTRUCTION

By: _____
Title: _____
Date: _____

Firm Name: _____

Accepted by: _____
Title: _____
Date: _____

MR TANNER CONSTRUCTION

1327 West San Pedro Street · Gilbert, Arizona 85233-2403
Phone (480) 633-8500 · Fax (480) 633-8111

CONTRACT/ PROPOSAL

CLASS A LICENSE NO. 111576-A
An Equal Opportunity Employer

Date 2/16/2026

To Paradise Valley

Attention Chris Martinez

Job Name Invergordon- Lincoln to McDonald
Location
Architect- Engineer
Plans Dated
Soil Engineer
Report Date

We propose to furnish all labor and material necessary to complete the work as described per our unit prices. All work will be done in accordance with the plans, specifications, and per the requirements of the governing municipality.

Thank you for the opportunity of submitting a bid on the above- described job.

PROPOSAL OF WORK TO BE FURNISHED

NO.	ITEM DESCRIBED	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INVERGORDON- LINCOLN TO MCDONALD				
	2" MILLING (WATER LINE SETTLEMENT 2,500 FT X 8 FT)	2,222.00	SY	2.50	5,555.00
	2" AC CAP (1/2" PMTR)	2,222.00	SY	20.00	44,440.00
	ASPHALT PATCHING BEFORE MICROSEAL	750.00	SF	20.00	15,000.00
	CRACK FILL	41,433.00	LF	0.25	10,358.25
	MICROSEAL	9,290.00	SY	5.33	49,515.70
	ADJUST MANHOLE AFTER MICROSEAL	1.00	EA	700.00	700.00
	ADJUST WATER VALVE AFTER MICROSEAL	13.00	EA	670.00	8,710.00
	STRIPING (STRIPE REMOVAL, TEMP, & 30 DAY THERMO)	1.00	LS	28,300.00	28,300.00
	TRAFFIC CONTROL	1.00	LS	39,300.00	39,300.00
	OFFICERS	1.00	LS	36,400.00	36,400.00
	Subtotal				**$ 238,278.95**
	Sales Tax				**INCLUDED**
	Total Bid				**$ 238,278.95**

Payment to be based on actual field-measured quantities unless otherwise stated. 90% monthly progress draws on completed work with the final 10% due 30 days after final completion and acceptance of our work. Interest will be charged at the rate of 1.5% per month on all late balances. Any and all costs or fees necessarily incurred in the pursuit of the collection of this account will be paid by the owner.

ACCEPTANCE OF CONTRACT/ PROPOSAL

The above prices, specifications and conditions on the front and **back** of this proposal are satisfactory and are hereby accepted, giving M.R. TANNER CONSTRUCTION authorization to complete work as specified. Funding verification and further payment term conditions to be established prior to execution of contract agreement or commencement of work.

M. R. TANNER CONSTRUCTION

By: _____
Title: _____
Date: _____

Firm Name: _____

Accepted by: _____
Title: _____
Date: _____

MR TANNER CONSTRUCTION

1327 West San Pedro Street · Gilbert, Arizona 85233-2403
Phone (480) 633-8500 · Fax (480) 633-8111

CONTRACT/ PROPOSAL

CLASS A LICENSE NO. 111576-A
An Equal Opportunity Employer

Date 5/13/2026

To Paradise Valley

Attention Chris Martinez

Job Name Invergordon- McDonald to Chaparral
Location
Architect- Engineer
Plans Dated
Soil Engineer
Report Date

We propose to furnish all labor and material necessary to complete the work as described per our unit prices. All work will be done in accordance with the plans, specifications, and per the requirements of the governing municipality.

Thank you for the opportunity of submitting a bid on the above- described job.

PROPOSAL OF WORK TO BE FURNISHED

NO.	ITEM DESCRIBED	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	INVERGORDON- MCDONALD TO SAGE				
	ASPHALT PATCHING BEFORE MICROSEAL	930.00	SF	20.00	18,600.00
	CRACK FILL	51,100.00	LF	0.25	12,775.00
	MICROSEAL	11,450.00	SY	5.33	61,028.50
	ADJUST MANHOLE AFTER MICROSEAL	-	EA	700.00	-
	ADJUST WATER VALVE AFTER MICROSEAL	24.00	EA	670.00	16,080.00
	STRIPING (STRIPE REMOVAL, TEMP, & 30 DAY THERMO)	1.00	LS	29,400.00	29,400.00
	TRAFFIC CONTROL	1.00	LS	33,700.00	33,700.00
	OFFICERS	1.00	LS	29,600.00	29,600.00
	INVERGORDON & CHOLLA (ADA RAMPS NW & SW)				
	SAW CUT, REMOVE & REPLACE EXISTING CURB & GUTTER	57.00	LF	55.00	3,135.00
	SAW CUT, REMOVE & REPLACE EXISTING SIDEWALK & RAMP	314.00	SF	2.50	785.00
	INSTALL NEW HANDICAP RAMP W/TERRACOTTA	314.00	SF	15.00	4,710.00
	2 FT ASPHALT PATCH	122.00	SF	18.00	2,196.00
	TRAFFIC CONTROL	1.00	LS	7,500.00	7,500.00
	INVERGORDON & VISTA (ADA RAMPS NW & SW)				
	SAW CUT, REMOVE & REPLACE EXISTING CURB & GUTTER	34.00	LF	65.00	2,210.00
	SAW CUT, REMOVE & REPLACE EXISTING SIDEWALK & RAMP	176.00	SF	2.50	440.00
	INSTALL NEW HANDICAP RAMP W/TERRACOTTA	176.00	SF	15.00	2,640.00
	SAW CUT, REMOVE & REPLACE EXISTING APRON	218.00		15.00	3,270.00
	2 FT ASPHALT PATCH	100.00	SF	18.00	1,800.00
	TRAFFIC CONTROL	1.00	LS	7,500.00	7,500.00
	INVERGORDON- SAGE TO CHAPARRAL				
	2" MILLING (FULL WIDTH)	12,300.00	SY	2.50	30,750.00
	2" AC CAP (1/2" PMTR)	12,300.00	SY	20.00	246,000.00
	PRELOWER UTILITIES	33.00	EA	490.00	16,170.00
	ADJUST MANHOLE AFTER OVERLAY	5.00	EA	700.00	3,500.00
	ADJUST WATER VALVE AFTER OVERLAY	28.00	EA	670.00	18,760.00
	STRIPING (TEMP & 30 DAY THERMO)	1.00	LS	22,700.00	22,700.00
	TRAFFIC CONTROL	1.00	LS	31,800.00	31,800.00
	OFFICERS	1.00	LS	27,700.00	27,700.00
	COORDINATION WITH PHX PARKS AF CHOLLA TRAILHEAD (INCLUDED)				
	Subtotal				**$ 634,749.50**
	Sales Tax				**INCLUDED**
	Total Bid				**$ 634,749.50**

Payment to be based on actual field-measured quantities unless otherwise stated. 90% monthly progress draws on completed work with the final 10% due 30 days after final completion and acceptance of our work. Interest will be charged at the rate of 1.5% per month on all late balances. Any and all costs or fees necessarily incurred in the pursuit of the collection of this account will be paid by the owner.

ACCEPTANCE OF CONTRACT/ PROPOSAL

The above prices, specifications and conditions on the front and **back** of this proposal are satisfactory and are hereby accepted, giving M.R. TANNER CONSTRUCTION authorization to complete work as specified. Funding verification and further payment term conditions to be established prior to execution of contract agreement or commencement of work.

M. R. TANNER CONSTRUCTION

By: _____
Title: _____
Date: _____

Firm Name: _____
Accepted by: _____
Title: _____
Date: _____

MR TANNER CONSTRUCTION

1327 West San Pedro Street · Gilbert, Arizona 85233-2403
Phone (480) 633-8500 · Fax (480) 633-8111

CONTRACT/ PROPOSAL

CLASS A LICENSE NO. 111576-A
An Equal Opportunity Employer

Date 5/13/2026

To Paradise Valley

Attention Chris Martinez

Job Name Section 6 Concrete R&R
Location
Architect- Engineer
Plans Dated
Soil Engineer
Report Date

We propose to furnish all labor and material necessary to complete the work as described per our unit prices. All work will be done in accordance with the plans, specifications, and per the requirements of the governing municipality.

Thank you for the opportunity of submitting a bid on the above- described job.

PROPOSAL OF WORK TO BE FURNISHED

NO.	ITEM DESCRIBED	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MOCKINGBIRD & BLUEBIRD				
	Saw Cut, Remove & Replace Existing Curb & Gutter	90.00	LF	55.00	4,950.00
	Saw Cut & Remove Existing Sidewalk & Ramp	585.00	SF	2.50	1,462.50
	Install New Handicap Ramp W/ Terracotta Truncated Domes	585.00	SF	15.00	8,775.00
	2' Asphalt Patch	184.00	SF	18.00	3,312.00
	Traffic Control	1.00	LS	5,000.00	5,000.00
	MOCKINGBIRD & CUARENTA				
	Saw Cut, Remove & Replace Existing Curb & Gutter	95.00	LF	55.00	5,225.00
	Saw Cut & Remove Existing Sidewalk & Ramp	618.00	SF	2.50	1,545.00
	Install New Handicap Ramp W/ Terracotta Truncated Domes	618.00	SF	15.00	9,270.00
	Saw Cut, Remove Asphalt & Install New Apron & Valley Gutter	428.00	SF	17.00	7,276.00
	2' Asphalt Patch	320.00	SF	18.00	5,760.00
	Traffic Control	1.00	LS	5,000.00	5,000.00
	MOCKINGBIRD & STALLION				
	Saw Cut, Remove & Replace Existing Curb & Gutter	36.00	LF	55.00	1,980.00
	Saw Cut & Remove Existing Sidewalk & Ramp	216.00	SF	2.50	540.00
	Install New Depressed 9" Thick Sidewalk w/ Truncated Domes	216.00	SF	18.00	3,888.00
	Install Roll Curb to Ribbon Curb Transition (Back of Sidewalk)	1.00	EA	250.00	250.00
	2' Asphalt Patch	76.00	SF	18.00	1,368.00
	Traffic Control	1.00	LS	5,000.00	5,000.00
	Subtotal				**$ 70,601.50**
	Sales Tax				**INCLUDED**
	Total Bid				**$ 70,601.50**

Payment to be based on actual field-measured quantities unless otherwise stated. 90% monthly progress draws on completed work with the final 10% due 30 days after final completion and acceptance of our work. Interest will be charged at the rate of 1.5% per month on all late balances. Any and all costs or fees necessarily incurred in the pursuit of the collection of this account will be paid by the owner.

ACCEPTANCE OF CONTRACT/ PROPOSAL

The above prices, specifications and conditions on the front and **back** of this proposal are satisfactory and are hereby accepted, giving M.R. TANNER CONSTRUCTION authorization to complete work as specified. Funding verification and further payment term conditions to be established prior to execution of contract agreement or commencement of work.

M. R. TANNER CONSTRUCTION

By: _____
Title: _____
Date: _____

Firm Name: _____

Accepted by: _____
Title: _____
Date: _____

MR TANNER CONSTRUCTION

1327 West San Pedro Street · Gilbert, Arizona 85233-2403
Phone (480) 633-8500 · Fax (480) 633-8111

CONTRACT/ PROPOSAL

CLASS A LICENSE NO. 111576-A
An Equal Opportunity Employer

Date 2/16/2026

To Paradise Valley

Attention Chris Martinez

Job Name Section 6 Remaining Mill & Overlay
Location
Architect- Engineer
Plans Dated
Soil Engineer
Report Date

We propose to furnish all labor and material necessary to complete the work as described per our unit prices. All work will be done in accordance with the plans, specifications, and per the requirements of the governing municipality.

Thank you for the opportunity of submitting a bid on the above- described job.

PROPOSAL OF WORK TO BE FURNISHED

NO.	ITEM DESCRIBED	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION 6 REMAINING AFTER SPRING 2026				
	2" MILLING	92,200.00	SY	2.50	230,500.00
	2" AC CAP (1/2" 70-10 LV OR COPE 1/2" LV)	92,200.00	SY	18.35	1,691,870.00
	PRELOWER UTILITIES	128.00	EA	490.00	62,720.00
	ADJUST MANHOLE	54.00	EA	700.00	37,800.00
	ADJUST WATER VALVE	60.00	EA	670.00	40,200.00
	SURVEY MONUMENT 120-1B	9.00	EA	290.00	2,610.00
	TRAFFIC CONTROL ALLOWANCE	1.00	LS	70,000.00	70,000.00
	POLICE OFFICERS	1.00	LS	53,000.00	53,000.00
	SECTION 6 (ROADRUNNER & MUMMY MTN)				
	2" MILLING	5,000.00	SY	2.50	12,500.00
	2" AC CAP (1/2" 70-10 LV OR COPE 1/2" LV)	5,000.00	SY	18.35	91,750.00
	PRELOWER UTILITIES	6.00	EA	490.00	2,940.00
	ADJUST MANHOLE	5.00	EA	700.00	3,500.00
	ADJUST WATER VALVE	1.00	EA	670.00	670.00
	SURVEY MONUMENT 120-1B	1.00	EA	290.00	290.00
	TRAFFIC CONTROL ALLOWANCE	1.00	LS	10,000.00	10,000.00
	POLICE OFFICERS	1.00	LS	7,000.00	7,000.00
	Subtotal				**$ 2,317,350.00**
	Sales Tax				**INCLUDED**
	Total Bid				**$ 2,317,350.00**

Payment to be based on actual field-measured quantities unless otherwise stated. 90% monthly progress draws on completed work with the final 10% due 30 days after final completion and acceptance of our work. Interest will be charged at the rate of 1.5% per month on all late balances. Any and all costs or fees necessarily incurred in the pursuit of the collection of this account will be paid by the owner.

ACCEPTANCE OF CONTRACT/ PROPOSAL

The above prices, specifications and conditions on the front and **back** of this proposal are satisfactory and are hereby accepted, giving M.R. TANNER CONSTRUCTION authorization to complete work as specified. Funding verification and further payment term conditions to be established prior to execution of contract agreement or commencement of work.

M. R. TANNER CONSTRUCTION

By: _____
Title: _____
Date: _____

Firm Name: _____
Accepted by: _____
Title: _____
Date: _____

MR TANNER CONSTRUCTION

1327 West San Pedro Street · Gilbert, Arizona 85233-2403
Phone (480) 633-8500 · Fax (480) 633-8111

CONTRACT/ PROPOSAL

CLASS A LICENSE NO. 111576-A
An Equal Opportunity Employer

Date 2/16/2026

To Paradise Valley

Attention Chris Martinez

Job Name Desert Fairways (Tatum to Shadow Mtn)
Location
Architect- Engineer
Plans Dated
Soil Engineer
Report Date

We propose to furnish all labor and material necessary to complete the work as described per our unit prices. All work will be done in accordance with the plans, specifications, and per the requirements of the governing municipality.

Thank you for the opportunity of submitting a bid on the above- described job.

PROPOSAL OF WORK TO BE FURNISHED

NO.	ITEM DESCRIBED	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	DESERT FAIRWAYS (TATUM TO SHADOW MTN) MICROSEAL				
	MICROSEAL	5,600.00	SY	5.33	29,848.00
	ASPHALT PATCHING BEFORE MICROSEAL	480.00	SF	20.00	9,600.00
	STRIPING (EDGELINE REMOVAL, TEMP & THERMO)	1.00	LS	24,300.00	24,300.00
	TRAFFIC CONTROL	7.00	DY	1,750.00	12,250.00
	OFFICERS	1.00	LS	10,000.00	10,000.00
	Subtotal				**$ 85,998.00**
	Sales Tax				**INCLUDED**
	Total Bid				**$ 85,998.00**

Payment to be based on actual field-measured quantities unless otherwise stated. 90% monthly progress draws on completed work with the final 10% due 30 days after final completion and acceptance of our work. Interest will be charged at the rate of 1.5% per month on all late balances. Any and all costs or fees necessarily incurred in the pursuit of the collection of this account will be paid by the owner.

ACCEPTANCE OF CONTRACT/ PROPOSAL

The above prices, specifications and conditions on the front and **back** of this proposal are satisfactory and are hereby accepted, giving M.R. TANNER CONSTRUCTION authorization to complete work as specified. Funding verification and further payment term conditions to be established prior to execution of contract agreement or commencement of work.

M. R. TANNER CONSTRUCTION

By: _____
Title: _____
Date: _____

Firm Name: _____

Accepted by: _____
Title: _____
Date: _____

MR TANNER CONSTRUCTION

1327 West San Pedro Street · Gilbert, Arizona 85233-2403
Phone (480) 633-8500 · Fax (480) 633-8111

CONTRACT/ PROPOSAL

CLASS A LICENSE NO. 111576-A
An Equal Opportunity Employer

Date 5/13/2026

To Paradise Valley

Attention Chris Martinez

Job Name Section 3 (Excludes McDonald)
Location
Architect- Engineer
Plans Dated
Soil Engineer
Report Date

We propose to furnish all labor and material necessary to complete the work as described per our unit prices. All work will be done in accordance with the plans, specifications, and per the requirements of the governing municipality.

Thank you for the opportunity of submitting a bid on the above- described job.

PROPOSAL OF WORK TO BE FURNISHED

NO.	ITEM DESCRIBED	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION 3 (EXCLUDES MCDONALD)				
	CRACK FILL	527,830.00	LF	0.25	131,957.50
	PMM	134,870.00	SY	1.50	202,305.00
	LIQUID RD	13,900.00	SY	3.00	41,700.00
	ASPHALT PATCHING BEFORE MICROSEAL	595.00	SF	20.00	11,900.00
	ADJUST MANHOLE	2.00	EA	700.00	1,400.00
	STRIPING (TEMP, & 30 DAY THERMO)	1.00	LS	14,700.00	14,700.00
	TRAFFIC CONTROL	25.00	DY	1,750.00	43,750.00
	Subtotal				**$ 447,712.50**
	Sales Tax				**INCLUDED**
	Total Bid				**$ 447,712.50**

Payment to be based on actual field-measured quantities unless otherwise stated. 90% monthly progress draws on completed work with the final 10% due 30 days after final completion and acceptance of our work. Interest will be charged at the rate of 1.5% per month on all late balances. Any and all costs or fees necessarily incurred in the pursuit of the collection of this account will be paid by the owner.

ACCEPTANCE OF CONTRACT/ PROPOSAL

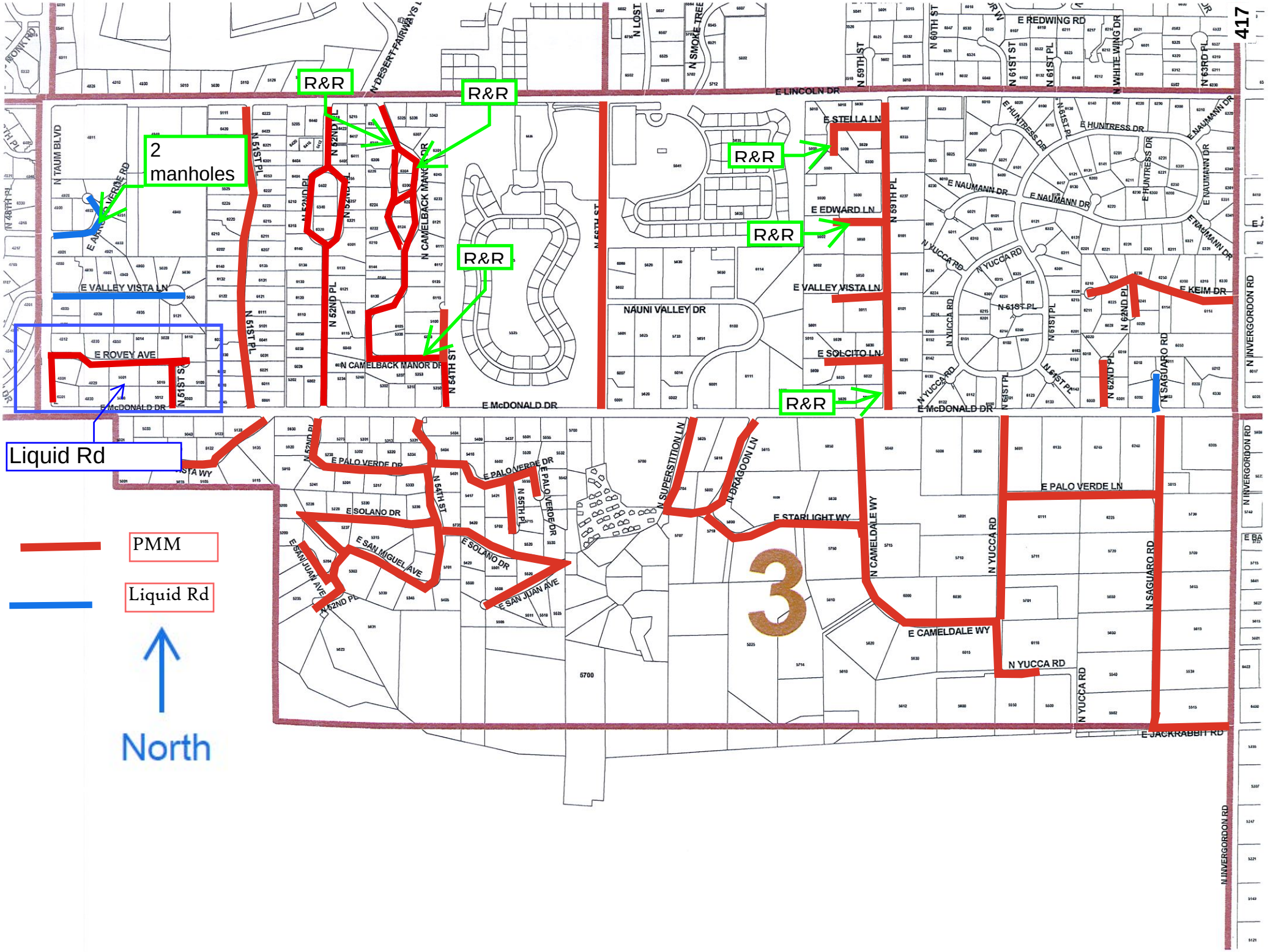
The above prices, specifications and conditions on the front and **back** of this proposal are satisfactory and are hereby accepted, giving M.R. TANNER CONSTRUCTION authorization to complete work as specified. Funding verification and further payment term conditions to be established prior to execution of contract agreement or commencement of work.

M. R. TANNER CONSTRUCTION

By: _____
Title: _____
Date: _____

Firm Name: _____

Accepted by: _____
Title: _____
Date: _____


R&R
R&R
R&R
R&R
R&R
2 manholes
Liquid Rd
PMM
Liquid Rd
North
3
E LINCOLN DR
E REDWING RD
E STELLA LN
E EDWARD LN
E VALLEY VISTA LN
E ROVEY AVE
E McDONALD DR
NAUNI VALLEY DR
E SOLCITO LN
E HUNTRESS DR
E NAUMANN DR
E KEIM DR
N CAMELBACK MANOR DR
E PALO VERDE DR
E PALO VERDE LN
E SOLANO DR
E SAN MIGUEL AVE
E SAN JUAN AVE
E STARLIGHT WY
E CAMELDALE WY
N YUCCA RD
N SAGUARO RD
N INVERGORDON RD
E JACKRABBIT RD
N TAUM BLVD
N 51ST PL
N 52ND PL
N 54TH ST
N 55TH PL
N 59TH PL
N 61ST PL
N 62ND PL
N SUPERSTITION LN
N DRAGOON LN
5700

ATTACHMENT 2
TO
JOB ORDER NO. 5

PLANS AND SPECIFICATIONS

See the following pages

PV STREETS MAINTENANCE MATERIALS & SPECS

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Rubberized Asphalt Mix_____Pg. 4

Rubberized Asphalt Specs_____ Pg. 5

High Density Mineral Bond (PMM) _____Pg. 6

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Liquid Road_____Pg. 8

Liquid Road Specs_____ Pg. 9

Rubberized Micro Seal_____ Pg. 10

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Street Signs_____ Pg. 12

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Concrete Specs in Town of Paradise Valley_____ Pg. 15-16

M.A.G Concrete Definitions and Specs_____Pg. 17

Town Paint Colors and Specifications_____Pg. 18

City of Phoenix Mix Design

Low Volume ½" Conventional Asphalt

The Public Works Department currently uses City of Phoenix ½" Low Volume Mix Design for our residential and collector streets. It was designed to uphold the valley's extreme temperatures. The ½" aggregate prevents less voids in the asphalt which helps reduce traffic noise.

- Require a full mill at a depth of 1 ½"
- Pave back 1 ½" of City of Phoenix, Low Volume asphalt

City of Phoenix
Design and Construction Management
Materials Lab
2018 Approved Conventional Asphalt Mix Designs

The following mix designs have been approved by the City of Phoenix Materials Lab for use on all City of Phoenix projects:

PLANTS	Dispatch Phone	A-1 1/2" 4.3% (Mix Design Date)	C-3/4" 5.0% HV (Mix Design Date)	C-3/4" 5.5% LV (Mix Design Date)	D-1/2" 5.1% HV (Mix Design Date)	D-1/2" 5.6% LV (Mix Design Date)
Hanson #34 Higley	602-685-3450	AZ3425PH (1/22/2017)	AZ3419PH (1/10/2018)	AZ3419PL (1/10/2018)	AZ3412PH (1/10/2018)	AZ3412PL (1/10/2018)
Hanson #35 (51st Ave)		AZ3525PH (1/10/2018)	AZ3519PH (1/10/2018)	AZ3519PL (1/10/2018)	AZ3512PH (1/10/2018)	AZ3512PL (1/10/2018)
Southwest Asphalt #4 El Mirage	602-268-9011	452CH (1/23/2018)	432CH (1/23/2018)	432DH (1/23/2018)	422CH (1/23/2018)	422DH (1/23/2018)
Southwest Asphalt #10 New River		152CH (1/23/2018)	132CH (1/23/2018)	132DH (1/23/2018)	122CH (1/23/2018)	122DH (1/23/2018)
*Vulcan Gomez (5223-221)	602-254-0081	18151G (2/20/2018)	28151G (2/20/2018)	28152G (2/20/2018)	38151G (2/20/2018)	38152G (2/20/2018)
*Vulcan 19th Ave (5224-211)		18151H (2/20/2018)	28151H (2/20/2018)	28152H (2/20/2018)	38151H (2/20/2018)	38152H (2/20/2018)
*Vulcan #117 West 43rd Ave (5182-211)		18151D (3/12/2018)	28151D (3/12/2018)	28152D (3/12/2018)	38151D (3/12/2018)	38152D (3/12/2018)
*Vulcan #130 Sun City (5180-211)		18151S (5/15/2018)	28151S (5/15/2018)	28152S (5/15/2018)	38151S (5/15/2018)	38152S (5/15/2018)
*Vulcan West Broadway (5184-211)		18151W (4/18/2018)	28151W (4/18/2018)	28152W (4/18/2018)	38151W (4/18/2018)	38152W (4/18/2018)
*Solterra Materials, LLC	480-895-3555		S18-2-6H (8/10/2018)	S18-2-6L (8/10/2018)	S18-2-8H/S18-2-7H (9/12/2018)	S18-2-8L/S18-2-7L (9/12/2018)

*For **ALL** Vulcan & Solterra Materials Mix Designs, verify the oil supplier from the ticket and specify which oil supplier is being utilized in the daily report. Note the oil supplier on the City of Phoenix sample card.

AREAS HIGHLIGHTED IN YELLOW
IS PHOENIX LOW VOLUME 1/2" MIX DESIGN

Updated 10/16/2018

Rubberized Asphalt Mix Design

Rubberized asphalt is used on the Town's major arterials. Rubberized asphalt roads require little to no maintenance over the life span of the asphalt and reduces traffic noise by 10-15 decibels less than standard conventional asphalt.

- Require a full mill at a depth of 1 ½"
- Pave back 1 ½" of ½" High Volume Rubberized asphalt

City of Phoenix
Design and Construction Management
Materials Lab
2018 Approved Polymer Modified Asphalt Rubber (PMAR) Mix Designs

The following mix designs have been approved by the City of Phoenix Materials Lab for use on all City of Phoenix projects:

PLANTS	Dispatch Phone	TR 6.0% HV (Mix Design Date)	TR 6.2% LV (Mix Design Date)	TR 5.7% (Mix Design Date)		
Hanson #34 Higley	602-685-3450	AZ3412TRPH (1/10/2018)	AZ3412TRPL (1/10/2018)			
Hanson #35 (51st Ave)		AZ3512TRPH (2/5/2018)	AZ3512TRPL (2/5/2018)	AZ3512TR (8/30/2018)		
Southwest Asphalt #4 El Mirage	602-268-9011	422CT (3/7/2018)	422DT (3/7/2018)			
Southwest Asphalt #1 New River		122CT (3/7/2018)	122DT (3/7/2018)			
*Vulcan Gomez (5223-211)	602-254-0081					
*Vulcan 19th Ave (5224-211)		38643H (2/2/2018)	38644H (2/2/2018)			
*Vulcan #117 West 43rd Ave(5182-211)		38643D (2/2/2018)				
*Vulcan #130 Sun City (5180-211)						
*Vulcan W. Broadway Plant (5184-211)						
Solterra Materials, LLC	480-895-3555			S18-2-10 (10/9/2018)		

*For **ALL** Vulcan Materials Mix Designs, verify the oil supplier from the ticket and specify which oil supplier is being utilized in the daily report. Note the oil supplier on the City of Phoenix sample card.

AREAS HIGHLIGHTED IN YELLOW
IS ASPHALTIC RUBBER HIGH VOLUME MIX DESIGN

Updated: 7/12/18

East Valley Asphalt Committee (EVAC)

Approved Conventional Mix Designs

Low Volume ½" Conventional Asphalt

The Public Works Department currently uses EVAC Approved mix designs for ½" Low Volume for our residential and collector streets, see highlighted product codes in tables below of mixes used on Town owned streets. It was designed to uphold the valley's extreme temperatures. The ½" aggregate prevents less voids in the asphalt which helps reduce traffic noise.

- Require a full mill at a depth of 1 ½" – 2"
- Pave back 1 ½" (up to 2") of ½"Low Volume asphalt

Updated 1-28-2025

EVAC

East Valley Asphalt Committee

Conventional Mixes

2023-2024 Approved Asphalt Mix Designs

Mixes Highlighted in Red are Only Approved for Use in the City of Scottsdale

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Martin Marietta	34 (Coolidge)	1/2" PG 70-10	AZ3412ER	5.7	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	1/2" PG 70-10 15% RAP	AZ3412ERRAP	5.80	5/31/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	1/2" PG 70-10	AZ3412SPEA-2024	6.2	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 70-10	AZ3419ER	5.1	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 70-10 15%RAP	AZ3419ERRAP	5.60	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 70-10	AZ3419SPEA-2024	6.0	6/5/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 70-10	AZ3512ER-2023	5.7	2/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	1/2" PG 70-10	AZ3512SPEA-2024	5.8	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	3/4" PG 70-10	AZ3519ER-2023	5.3	2/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	3/4" PG 70-10	AZ3519SPEA-2024	5.4	1/29/2024	HF Sinclair
Solterra	1 (Coolidge)	1/2" PG 70-10	S24-1-10W	5.1	8/15/2024	Western

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Solterra	1 (Coolidge)	3/4" PG 70-10 15% RAP	S24-1-13W	5.1	8/19/2024	Western
Solterra	1 (Coolidge)	1/2" PG 70-10 15% RAP	S24-1-14W	5.1	8/19/2024	Western
Solterra	1 (Coolidge)	3/4" PG 70-10	S24-1-1W	5.0	8/22/2024	Western
Solterra	1 (Coolidge)	1/2" PG 70-10	S24-1-2W	5.3	8/22/2024	Western
Solterra	1 (Coolidge)	3/4" PG 70-10	S24-1-9W	5.1	8/15/2024	Western
SW Asphalt	10 (New River)	1/2" PG 70-10	121AH	5.3	1/10/2023	HF Sinclair
SW Asphalt	10 (New River)	1/2" PG 70-10	121DH	5.3	1/10/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 70-10	131AH	5.0	1/10/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 70-10	131DH	5.0	1/10/2023	HF Sinclair
SW Asphalt	2 (Florence)	1/2" PG 70-10	221AH	5.3	1/10/2023	Wright
SW Asphalt	2 (Florence)	1/2" PG 70-10	221DH	5.3	1/10/2023	Wright
SW Asphalt	2 (Florence)	3/4" PG 70-10	231AH	5.0	1/10/2023	Wright
SW Asphalt	2 (Florence)	3/4" PG 70-10	231DH	5.0	1/10/2023	Wright
SW Asphalt	3 (Queen Creek)	1/2" PG 70-10	321AH	5.3	1/10/2023	Wright
SW Asphalt	3 (Queen Creek)	1/2" PG 70-10	321DH	5.5	1/10/2023	Wright

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
SW Asphalt	3 (Queen Creek)	3/4" PG 70-10	331AH	5.0	1/10/2023	Wright
SW Asphalt	3 (Queen Creek)	3/4" PG 70-10	331DH	5.3	1/10/2023	Wright
SW Asphalt	4 (El Mirage)	1/2" PG 70-10	421AH	5.3	1/10/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	1/2" PG 70-10	421DH	5.3	1/10/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 70-10	431AH	5.0	1/10/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 70-10	431DH	5.0	1/10/2023	HF Sinclair
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	231517Q	4.8	12/21/2022	Marathon
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	231517Q	4.8	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	271518Q	5.1	1/24/2023	Marathon
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	271518Q	5.1	1/24/2023	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	331517Q	5.3	12/21/2022	Marathon
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	331517Q	5.3	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	371518Q	5.4	1/24/2023	Marathon
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	371518Q	5.4	1/24/2023	Wright
Vulcan	5180 (Sun City)	3/4" PG 70-10	231517S	4.6	1/3/2023	Wright

East Valley Asphalt Committee (EVAC)

Approved Modified Mix Designs

½” PG 76-22 PMTR (Polymer Modified Tire Rubber)

Rubberized asphalt is used on the Town’s major arterials, see highlighted product codes in tables below of mixes used on Town owned streets. PMTR reduces maintenance costs over the life span of the asphalt and reduces traffic noise by 10-15 decibels less than standard conventional asphalt. The tire rubber helps increase tensile strength in the asphalt.

- Require a full mill at a depth of 1 ½” – 3”
- Pave back 1 ½” (up to 3”) of ½”PMTR Rubberized asphalt

Updated 1-28-2025

EVAC

East Valley Asphalt Committee
Modified Mixes

2023-2024 Approved Asphalt Mix Designs

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Martin Marietta	34 (Coolidge)	1/2" PG 76-22 PMTR	AZ3412PMH-2024	6.2	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 76-22 PMTR	AZ3419PMH-2024	6.2	6/5/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 76-22 PMTR 15% RAP	AZ3512PMH15-2024	6.3	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 76-22 PMTR	AZ3512PMH-2024	6.2	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 70-16 TR	AZ3512TRH-2024	6.2	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	3/4" PG 76-22 PMTR 15% RAP	AZ3519PMH15-2023	6.2	2/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	3/4" PG 76-22 PMTR	AZ3519PMH-2023	6.2	1/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	3/4" PG 76-22 PMTR	AZ3519PMH-2024	6.2	4/8/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	3/4" PG 70-16 TR	AZ3519TRH-2023	5.8	2/18/2023	Holly Frontier
Solterra	1 (Coolidge)	3/4" PG 76-22 PMTR	S24-1-3R	6.2	8/12/2024	Wright
Solterra	1 (Coolidge)	3/4" PG 76-22 PM	S24-1-3W	6.2	9/13/2024	Western

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Solterra	1 (Coolidge)	1/2" PG 76-22 PMTR	S24-1-4R	6.2	8/12/2024	Wright
Solterra	1 (Coolidge)	1/2" PG 76-22 PM	S24-1-4W	6.2	9/13/2024	Western
Solterra	1 (Coolidge)	3/4" PG 70-16 TR	S24-1-5R	5.8	8/12/2024	Wright
Solterra	1 (Coolidge)	1/2" PG 70-16 TR	S24-1-6R	5.8	8/12/2024	Wright
SW Asphalt	10 (New River)	1/2" PG 76-22 PMTR	121ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	10 (New River)	1/2" PG 70-16 TR	121AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 76-22 PMTR	131ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 70-16 TR	131AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	2 (Florence)	1/2" PG 76-22 PMTR	221ARW	6.2	11/13/2023	Wright
SW Asphalt	2 (Florence)	1/2" PG 70-16 TR	221AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	2 (Florence)	3/4" PG 76-22 PMTR	231ARW	6.2	11/13/2023	Wright
SW Asphalt	2 (Florence)	3/4" PG 70-16 TR	231AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	3 (Queen Creek)	1/2" 76-22 PMTR	321ARW	6.2	11/13/2023	Wright
SW Asphalt	3 (Queen Creek)	1/2" PG 70-16 TR	321AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	3 (Queen Creek)	3/4" PG 76-22 PMTR	331ARW	6.2	11/13/2023	Wright

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
SW Asphalt	3 (Queen Creek)	3/4" PG 70-16 TR	331AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	1/2" PG 76-22 PMTR	421ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	1/2" PG 70-16 TR	421AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 76-22 PMTR	431ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 70-16 TR	431AXH	5.8	11/13/2023	HF Sinclair
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR	236417Q	6.2	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR	236417Q	6.2	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	3/4" PG 70-16 TR	236617Q	5.8	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	3/4" PG 70-16 TR	236617Q	5.8	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR 15% RAP	256417Q	6.0	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR 15% RAP	256417Q	6.0	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	1/2" PG 76-22 PMTR	336417Q	6.2	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 76-22 PMTR	336417Q	6.2	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	1/2" PG 70-16 TR	336617Q	5.8	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 70-16 TR	336617Q	5.8	12/21/2022	Holly Frontier

High Density Mineral Bond

(Preferred treatment for utility companies)

Polymer Modified Master (PMM) Seal is the type of High Density Mineral Bond used by the Public Works Department. PMM reduces oxidative damage from moisture and UV rays from the
Sun. PMM helps reduce asphalt cracking and helps extend the life cycle of the asphalt.

- Ambient and surface temperature must be at least 55 degrees or higher
- Application rate for PMM .14 - .18 gallons/square yard per coat
- Two coats of PMM are required
- Do not apply if rain is forecast within 24 hours

High Density Mineral Bond

APPLICATION RATES:

The recommended application rates for **PMM** are .14-.18 gallons/square yard per coat. Application rates may be adjusted depending on the pavement condition, traffic volume and other factors.

MIX DESIGN:

PMM assures factory quality control specifications at the jobsite eliminating the need for contractor addition of water and other additives. Additional aggregate may be added by the contractor to meet specific job requirements based on pavement surfaces, traffic volume, etc.

SURFACE PREPARATION:

Pavement must be free of loose and embedded dirt, dust, vegetation and other foreign material. If traditional cleaning methods are not effective a power washer or tack coat of asphalt emulsion diluted 1:4 with water may be used. Structural repairs should be made and cracks 1/4" and larger

Should be sealed with approved crack sealant material. All grease and oil spots should be treated with PrepSeal or PetroSeal.

APPLICATION EQUIPMENT:

PMM may be applied by hand spray / squeegee, mechanical spray tankers or squeegee machines. Application units should be equipped with mechanical agitation systems to maintain the consistency of the material during the Application, or to mix additional aggregate if needed.

TEST PROPERTIES	TEST METHOD	SPECIFICATION
EMULSION:		
Uniformity	ASTM D 2939.04	PASS
Weight/gallon @ 77 deg. F	ASTM D 2939.07	10.5 lbs./gal.min
Residue by Evaporation (Solids), %	ASTM D 2939.08	50% min.
Asphalt Content by Weight, %	ASTM D 2939.21	17 min.
VOC Content by Volume, %	ASTM D 244-89	< 3%
Fine Aggregate and Mineral Filler Content by	Manufacture Certification	34% min.
Weight, %		
Polymer Content by Volume, %	Manufacture Certification	1.8%
PERFORMANCE BASED TESTING:		
Resistance to Heat (No sagging or slipping observed.)	ASTM D 2939.14	PASS
Resistance to Water (No blistering or re-emulsification.)	ASTM D 2939.15	PASS
Wet Flow, mm	ASTM D 2939.19	0
Direct Flame Test (No continued combustion after 10 sec. No slippage, run down or charred material observed.)	ASTM D 2939.20	PASS
Wet Film Continuity (Material was uniformly distributed; no signs of inconsistency.)	ASTM D 2939.22	PASS
Resistance to Kerosene (No leakage of kerosene, loss of adhesion or discoloration of tile.)	ASTM D 2939.25	PASS
Wet Track Abrasion Test (1 hr.) gms/sqft. loss	ASTM D 3910	< 15
Wet Track Abrasion Test (6 day) gms/sqft. loss	ASTM D 3910	< 15
FINE AGGREGATE SIEVE ANALYSIS:	MESH SIZE	% PASSING (+ or -2)
	40	100
	50	93
	70	80
	80	69
	120	49
	200	35
	325	2

Liquid Road

(Heavier surface seal)

Liquid Road is a polymer-modified, fiber asphalt emulsion that is mixed with specially graded aggregate and is highly durable and slip resistant surface treatment.

- Ambient and surface temperature must be at least 55 degrees or higher
- Application rate for PMM .25 - .35 gallons/square yard per coat
- Two coats of PMM are required
- Do not apply if rain is forecast within 24 hours

APPLICATION RATES:

The recommended application rates for **Liquid Road** are .25-.35 gallons/square yard per coat. Application rates may be adjusted depending on the pavement condition, traffic volume and other factors.

MIX DESIGN:

Liquid Road assures factory quality control specifications at the jobsite eliminating the need for contractor addition of water and other additives. Additional aggregate may be added by the contractor to meet specific job requirements based on pavement surfaces, traffic volume, etc.

SURFACE PREPARATION:

Pavement must be free of loose and embedded dirt, dust, vegetation and other foreign material. If traditional cleaning methods are not effective a power washer or tack coat of asphalt emulsion diluted 1:4 with water may be used. Structural repairs should be made and cracks 1/4" and larger

Should be sealed with approved crack sealant material. All grease and oil spots should be treated with PrepSeal or PetroSeal.

APPLICATION EQUIPMENT:

Liquid Road shall be applied by mechanical squeegee/brush equipment. Equipment shall have continuous agitation or mixing capabilities to maintain homogenous consistency of **Liquid Road** and aggregate mixture throughout the application process. Truck mount or self- propelled squeegee/brush equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of **Liquid Road** into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

	TEST METHOD	SPECIFICATION
EMULSION:		
Uniformity	ASTM D 2939.04	PASS
Weight/gallon @ 77 deg. F	ASTM D 2939.07	11.0 lbs./gal.min
Residue by Evaporation (Solids), %	ASTM D 2939.08	55% min.
Asphalt Content by Weight, %	ASTM D 2939.21	15% min.
VOC Content by Volume, %	ASTM D 244-89	< 3%
Fine Aggregate and Mineral Filler Content by	Manufacture Certification	34% min.
Weight, %		
Polymer Content by Volume, %	Manufacture Certification	1.8%
PERFORMANCE BASED TESTING:		
Resistance to Heat (No sagging or slipping observed.)	ASTM D 2939.14	PASS
Resistance to Water (No blistering or re-emulsification.)	ASTM D 2939.15	PASS
Wet Flow, mm	ASTM D 2939.19	0
Direct Flame Test (No continued combustion after 10 sec. No slippage, run down or charred material observed.)	ASTM D 2939.20	PASS
Wet Film Continuity (Material was uniformly distributed; no signs of inconsistency.)	ASTM D 2939.22	PASS
Resistance to Kerosene (No leakage of kerosene, loss of adhesion or discoloration of tile.)	ASTM D 2939.25	PASS
Wet Track Abrasion Test (1 hr.) gms/sqft. loss	ASTM D 3910	< 15
Wet Track Abrasion Test (6 day) gms/sqft. loss	ASTM D 3910	< 20

AGGREGATE SIEVE ANALYSIS:			
SILICA SAND		FINE AGGREGATE	
Mesh Size	% PASSING (+ or -2)	Mesh Size	% PASSING (+ or -2)
16	99	40	100
20	86	50	93
30	58	70	80
40	26	80	69
50	4	120	49
70	1	200	55
100	0.2	325	2

Rubberized Micro Seal

The Public Works Department uses Rubberized Micro-Seal on minor arterials that are beyond a PMM surface treatment but not ready for a mill & overlay. Rubberized Micro-Seal is a protective seal coat which extends the life of pavement. It is a thin, tough layer of asphalt emulsion blended with rubber and finely crushed stone for traction and protection from moisture and UV rays from the sun. Rubberized Micro-Seal can extend the life of asphalt for up to seven years.

- Application rate per MAG specs (section 714.2.2) shall be 18 – 24 pounds per square yard
- Ambient temperatures must be above 50 degrees

The mix design for rubberized micro-seal must be approved by the Engineer prior to the start of micro surfacing production. After the mix design has been approved, no material substitution will be permitted unless approved by the Engineer.

ii. In addition to the other requirements stated herein, the mix design shall conform to the requirements of Table 2.

TABLE 2		
PROPERTY	TEST METHOD	**REQUIREMENT**
Residual Asphalt Content	ASTMD 2172	6.0%- 11.5% ,by weight of dry aggregate
Mineral Filler	ASTM C136	0.1%-2.0%, by weight of dry aggregate
Additive	**----**	As required for mix properties
Water	**----**	As required for mix properties
Polymer Content/Type	**----**	4%min
Mix Time @ 77° F	ISSA TB-113	Controllable to 120 seconds minimum
Wet Track Abrasion Loss, (1hour soak)	ISSA TB-100	50 g/ft^2 maximum
Wet Track Abrasion Loss, (6 day soak)	ISSA TB-100	75 g/ft^2 maximum
Wet Stripping	ISSA TB-114	90%minimum
Wet Cohesion, @ 30 minutes minimum (Set)	ISSA TB-139	12 Kg/em minimum
Consistency	(ISSA T-106)	2.5 to 3.0 em
Wet Cohesion, @ 60 minutes minimum (Traffic)	ISSA TB-139	20 Kg/em minimum
Loaded Wheel Sand Adhesion	ISSA TB-109	50 g/ft^2 maximum
Lateral Displacement	ISSA TB-147	5% maximum
Specific Gravity after 1,000 cycles of 125 lb.	ISSA TB-147	2.10 maximum

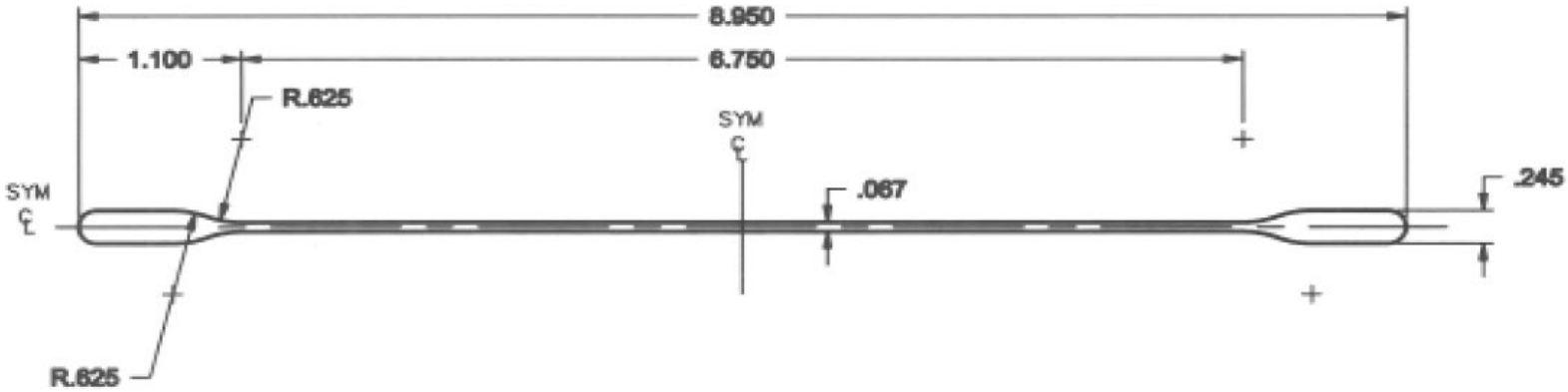
Signs

The sign shop uses aluminum, extruded street ID sign blades with white lettering on a blue background except on private roads. Private roads are with blue lettering on a white background. The sign blades are 9 inches in height. The sheeting material used on the street ID signs is Highly Intensive Prismatic (HIP) sheeting for maximum reflectivity at night, the font used is Clearview Hwy-1-B.

All regulatory signs are MUTCD approved and have the same sheeting used on the street ID signs. Regulatory signs come in different shapes and sizes.

Extruded Sign Blank Specifications

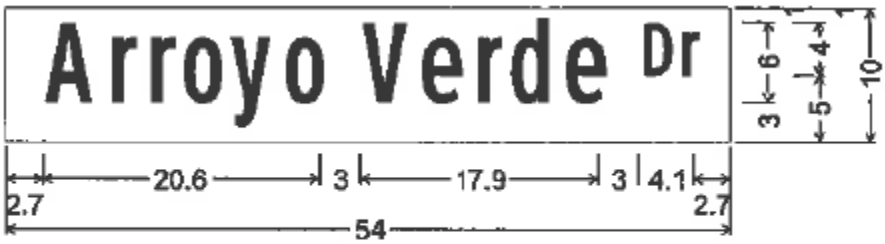
All Street ID Signs are 9 inches in height





Description	Alloy
Extruded Sign Blank	6061-T6

Example of Font: Clearview Hwy-1-B. ID Signs are Blue Background, White Lettering



No border, White on Blue;
[Arroyo] ClearviewHwy-1-B;
[Verde] ClearviewHwy-1-B; [Dr] ClearviewHwy-1-B;

Street Sign Supports/Poles and Anchors:

- Sign supports are 1 ¾" X 1 ¾" X 11' powder coated green #GN-03
- Perforated Support Anchors; 2" X 2" X 30" slips into 2 ¼" X 2 ¼" X 30"

MUTCD Height Requirements for Street ID and Regulatory Signs

Per MUTCD Section 2A.18 Minimum Height for Business, Commercial or Residential Areas: Signs installed at the side of the road in business, commercial, or residential areas where parking or pedestrian movements are likely to occur, or where the view of the sign might be obstructed, shall be 7 feet. This pertains to all regulatory and street ID signs.

Concrete and Color for Sidewalk Panels

Public Works uses a M.A.G. standard 3000 psi concrete with San Diego Buff color added to the mix.

- Slump of the concrete mixture shall be determined in accordance with American Society for Testing and Materials (ASTM) C143. (see MAG, section 725.9)

Concrete Curb and Gutter

Public Works uses a M.A.G. standard 3000 psi gray concrete for all curb and gutter.

- Slump of the concrete mixture shall be determined in accordance with American Society for Testing and Materials (ASTM) C143. (see MAG, section 725.9)

Concrete for Utility Collars

Public Works uses a M.A.G. standard 3000 psi concrete with **BLACK** color added to the mix.

- Slump of the concrete mixture shall be determined in accordance with American Society for Testing and Materials (ASTM) C143. (see MAG, section 725.9)

M.A.G. 725.9 ACCEPTANCE:

(A) Plastic Concrete Properties

(1) The slump of the concrete shall meet the requirements of ASTM C94 Tolerances in Slump section. When the approved mix design or project specification requirements for slump are a “maximum” or “not to exceed”, the following tolerances apply

Specified slump: If 3” or less If more than 3” Plus tolerance 0 inch 0 inch Minus tolerance 1 1/2 inch 2 1/2 inch. When the approved mix design or project specification requirements for slump are not written as a “maximum” or “not to exceed”, the following tolerances apply: For design slump of: Tolerance 2 inch and less +/- 1/2 inch More than 2 through 4 inch +/- 1 inch More than 4 inch +/- 1 1/2 inch.

(2) Limit the maximum allowable temperature of the concrete mixture immediately before placement to 90 degrees F unless otherwise specified or unless a higher allowable temperature is pre-approved by the Engineer. At the discretion of the Engineer, recommended practices in ACI 305, Specification for Hot Weather Concreting, can provide good reference information and may be used to modify maximum allowable concrete temperature and acceptance.

Per ACI 306, Specification for Cold Weather Concreting, when the atmospheric temperature at the time of placing concrete is above 30°F the temperature of the concrete, as placed, shall not be less than 60°F. When the atmospheric temperature at the time of placing concrete is between 0°F and 30°F the temperature of the concrete, as placed, shall not be less than 65°F.

(3) Air entrained concrete shall meet the requirements of ASTM C94 Air-Entrained Concrete section. The air content of air-entrained concrete when sampled from the transportation unit at the point of discharge shall be within the approved mix design tolerance or +/- 1.5 % of the specified value. When a representative sample taken prior to discharge shows an air content below the specified level by more than the allowable tolerance, additional air entraining admixture shall be

added to the concrete mix to achieve the desired air content level, followed by a minimum of 30 revolutions at mixing speed.

(4) Per ASTM C94 Mixing and Delivery section, discharge of the concrete shall be completed within 1 1/2 hour after the introduction of the mixing water to the cementitious materials or the introduction of the cementitious materials to the aggregates. The Engineer may allow the continuation of concrete placement after the 1 1/2 hour time limit has been reached if the concrete is of such slump or workability that it can be placed without the addition of water to the batch.

Any concrete failing to meet the tolerances for plastic concrete properties in 725.9 (A) (1) through (4) shall be reviewed by the Engineer and is subject to rejection.

(B) Hardened Concrete Properties – Compressive Strength

Compressive strength of concrete shall be determined on the basis of cylinder strength tests obtained in accordance with section 725.8.2 and shall be acceptable if the tests meet or exceed the minimum specified strength. When the validity of cylinder strength tests are suspect, the strength of concrete in question shall be determined in accordance with Section 725.8.3.

When compressive strength test results are less than the specified minimum, an Engineering Analysis to determine the impact of the strength reduction may be required by the Engineer prior to the decision to accept or reject the concrete. The Engineering Analysis will be at the Contractor's expense. Any concrete that is rejected by the Engineer shall be removed and replaced by the Contractor at the Contractor's expense.

When concrete is accepted by the Engineer on the basis of test results of less than 100% of the required minimum compressive strength, an adjustment in the concrete unit price may be made for the quantity of concrete represented by such strength tests in accordance with Table 725-2.

Striping

Thermoplastic tends to be used more in warmer environments. Durability is thermoplastic's biggest advantage over paint. Thermoplastics does last longer than paint, typically 3 to 5 years where paint last approximately 1 year.

- Thermoplastic is to be applied thicker than paint.
- 90 mils is required for long line and skip lines.
- 120 mils is required for crosswalks, arrows and stop bars.

Granite

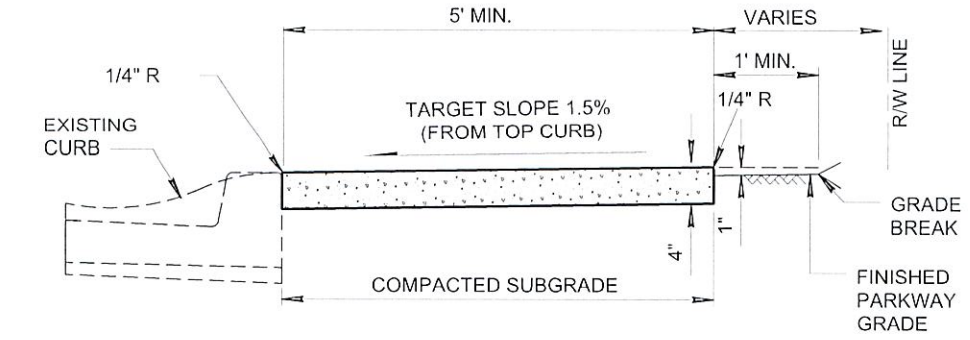
- Median Islands/R.O.W's – ½" Minus Madison Gold
- Town Hall Complex and Fire Stations – ¼" Washed Madison Gold

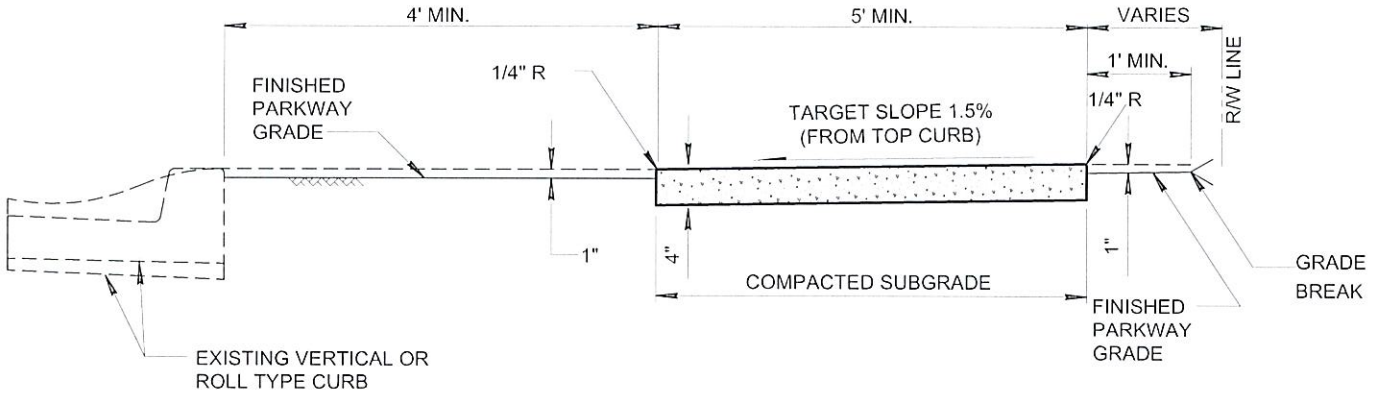
Traffic Signal Pole Colors

- Dunn Edwards or approved equivalent
- Color - San Diego Buff – Code# 10-27-08

Hand Rails Color

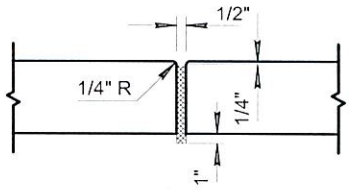
- Frazee Enamel or approved equivalent
- Color – Western Reserve – Code# 8716N



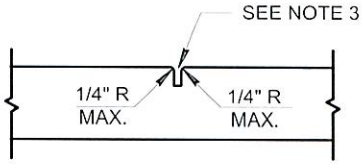


NOTES:

1. SIDEWALK CONSTRUCTION SHALL CONFORM TO SECTION 340.
2. EXPANSION JOINTS SHALL BE 1/2" BITUMINOUS TYPE PREFORMED EXPANSION JOINT FILLER, PER SECTION 729.
3. LARGE AGGREGATE, IN CONTRACTION JOINT SHALL BE SEPARATED TO A DEPTH OF 1", FINISH DEPTH SHALL BE A MINIMUM OF 3/4".
4. EXPANSION JOINTS SHALL CONFORM TO SECTION 340, BE INSTALLED PRIOR TO CONCRETE PLACEMENT, AND AT A MAXIMUM SPACING OF 50'.
5. CONCRETE SHALL BE CLASS 'B' PER SECTION 725.
6. WHEN SIDEWALK AND ADJACENT CURB ARE CONSTRUCTED MONOLITHICALLY, ALL EXPANSION AND CONTRACTION JOINTS SHALL EXTEND ACROSS THE CURB.
7. SLOPE TOLERANCE 0.5% TO 2.0%. SIDEWALK NOT IN TOLERANCE SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR.

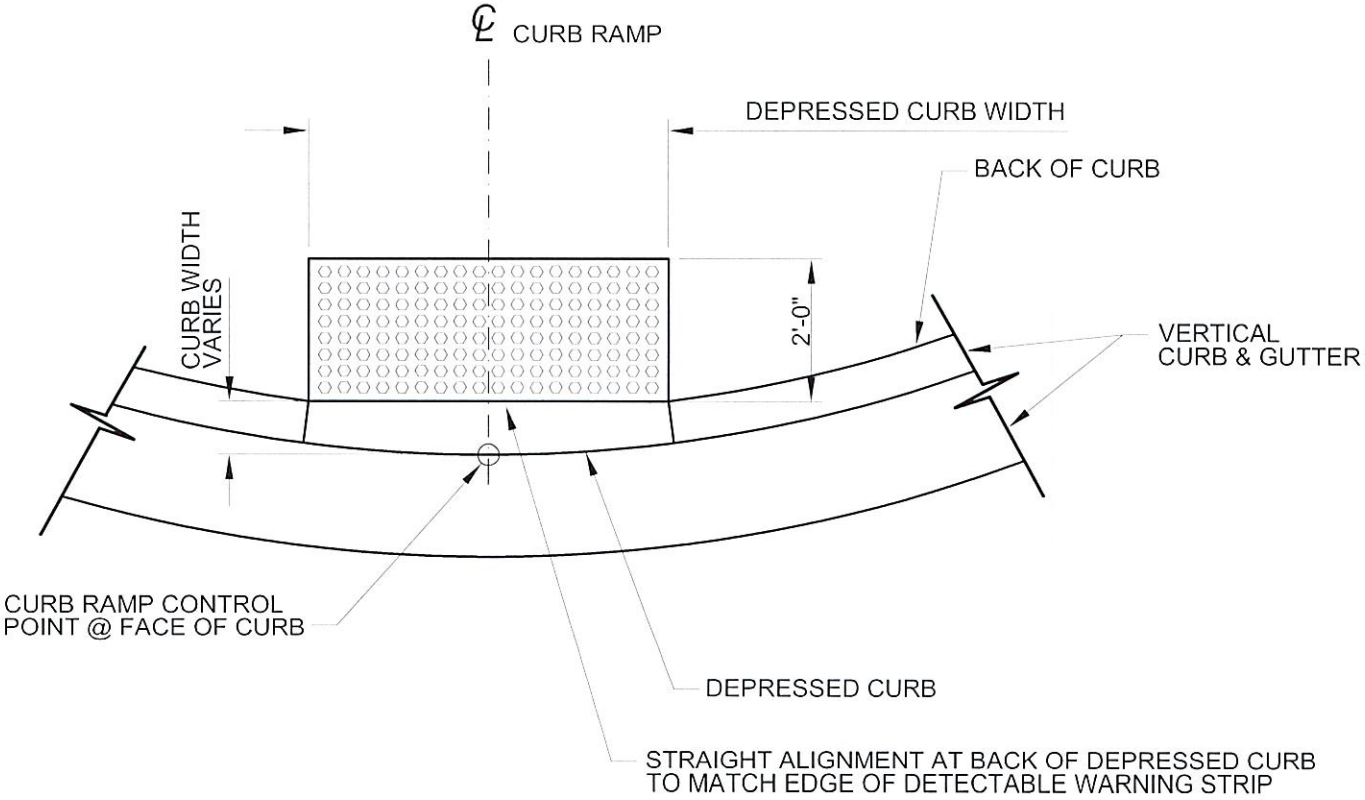


EXPANSION JOINT



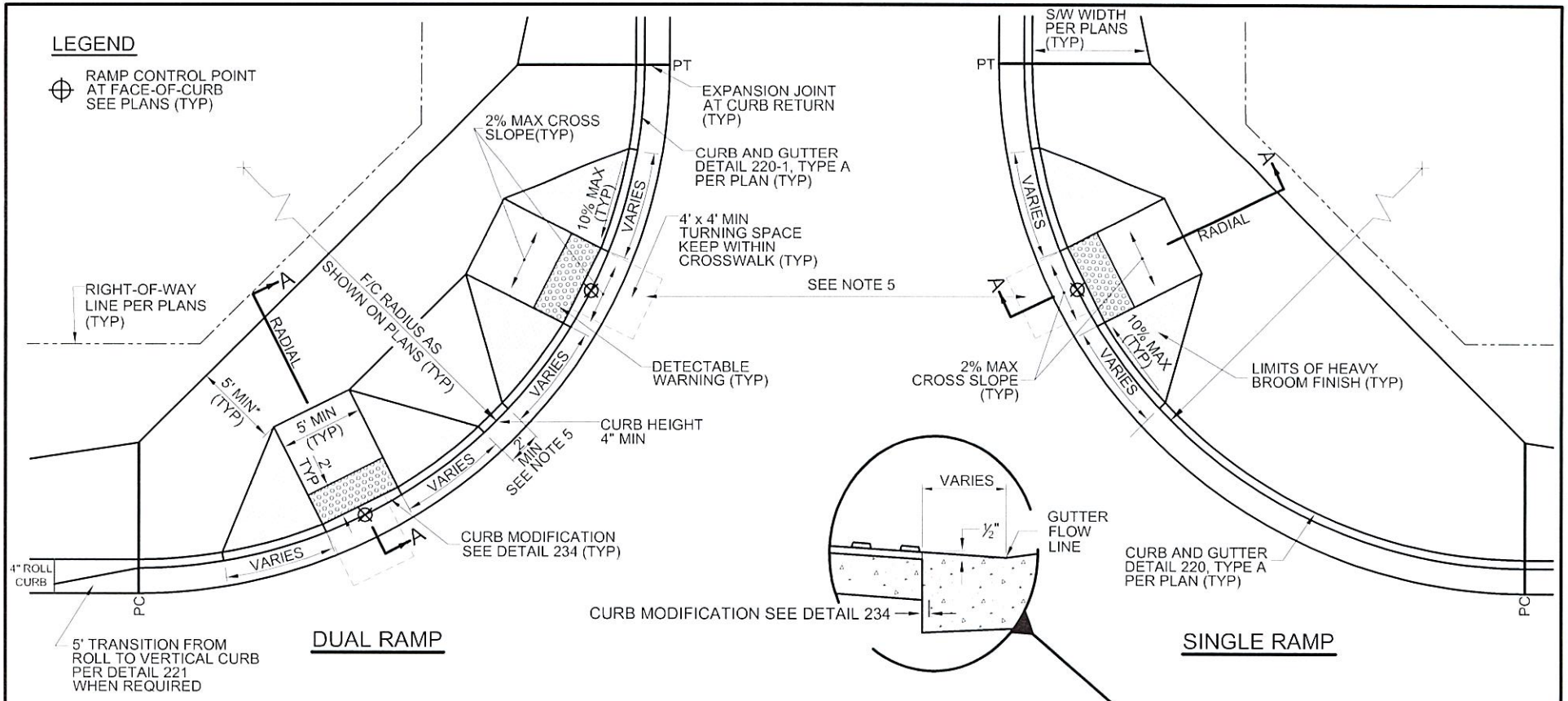
CONTRACTION JOINT

DETAIL NO.			REVISED	DETAIL NO.
230	MARICOPA ASSOCIATION of GOVERNMENTS STANDARD DETAIL ENGLISH	SIDEWALKS	01-01-2023	230



PLAN VIEW

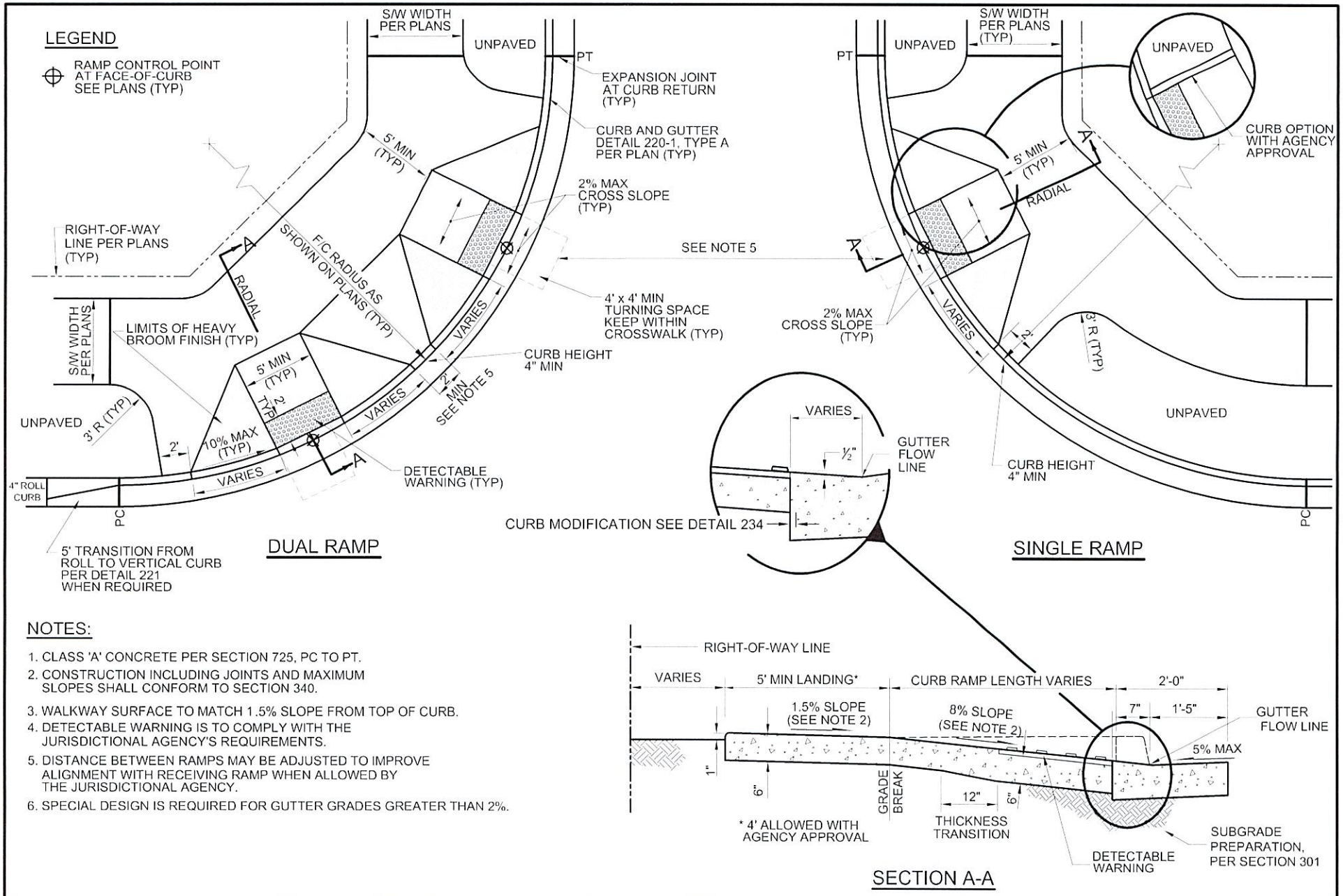
DETAIL NO.			REVISED	DETAIL NO.
234	MARICOPA ASSOCIATION of GOVERNMENTS STANDARD DETAIL ENGLISH	CURB MODIFICATION AT DETECTABLE WARNING	01-01-2012	234



NOTES:

1. CLASS 'A' CONCRETE PER SECTION 725, PC TO PT.
2. CONSTRUCTION INCLUDING JOINTS AND MAXIMUM SLOPES SHALL CONFORM TO SECTION 340.
3. WALKWAY SURFACE TO MATCH 1.5% SLOPE FROM TOP OF CURB.
4. DETECTABLE WARNING IS TO COMPLY WITH THE JURISDICTIONAL AGENCY'S REQUIREMENTS.
5. DISTANCE BETWEEN RAMPS MAY BE ADJUSTED TO IMPROVE ALIGNMENT WITH RECEIVING RAMP WHEN ALLOWED BY THE JURISDICTIONAL AGENCY.
6. SPECIAL DESIGN IS REQUIRED FOR GUTTER GRADES GREATER THAN 2%.

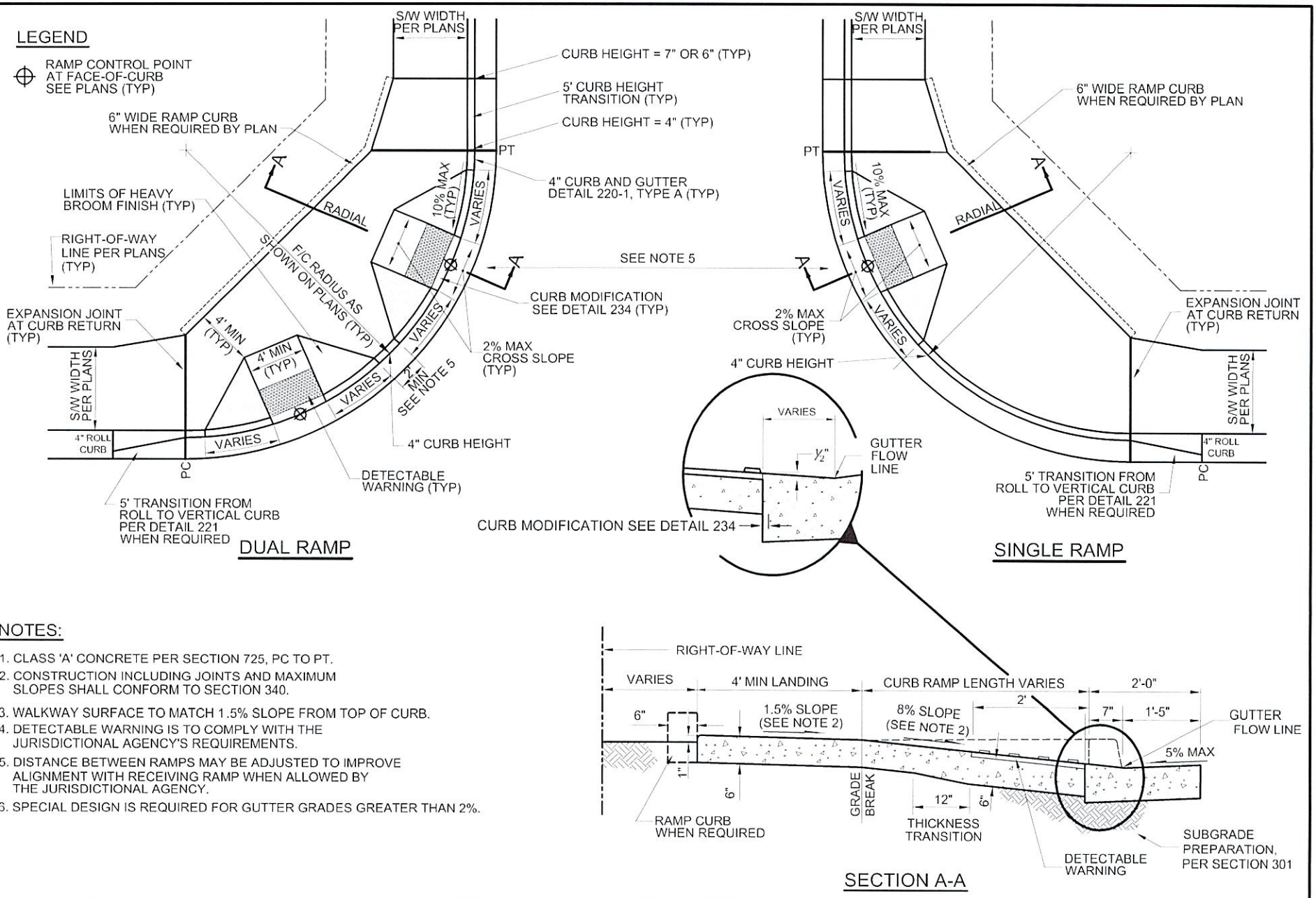
DETAIL NO.				REVISED	DETAIL NO.
236-1	MARICOPA ASSOCIATION of GOVERNMENTS	STANDARD DETAIL ENGLISH	25' - 35' R - RADIAL CURB RAMP ATTACHED SIDEWALK	01-01-2018	236-1



NOTES:

1. CLASS 'A' CONCRETE PER SECTION 725, PC TO PT.
2. CONSTRUCTION INCLUDING JOINTS AND MAXIMUM SLOPES SHALL CONFORM TO SECTION 340.
3. WALKWAY SURFACE TO MATCH 1.5% SLOPE FROM TOP OF CURB.
4. DETECTABLE WARNING IS TO COMPLY WITH THE JURISDICTIONAL AGENCY'S REQUIREMENTS.
5. DISTANCE BETWEEN RAMPS MAY BE ADJUSTED TO IMPROVE ALIGNMENT WITH RECEIVING RAMP WHEN ALLOWED BY THE JURISDICTIONAL AGENCY.
6. SPECIAL DESIGN IS REQUIRED FOR GUTTER GRADES GREATER THAN 2%.

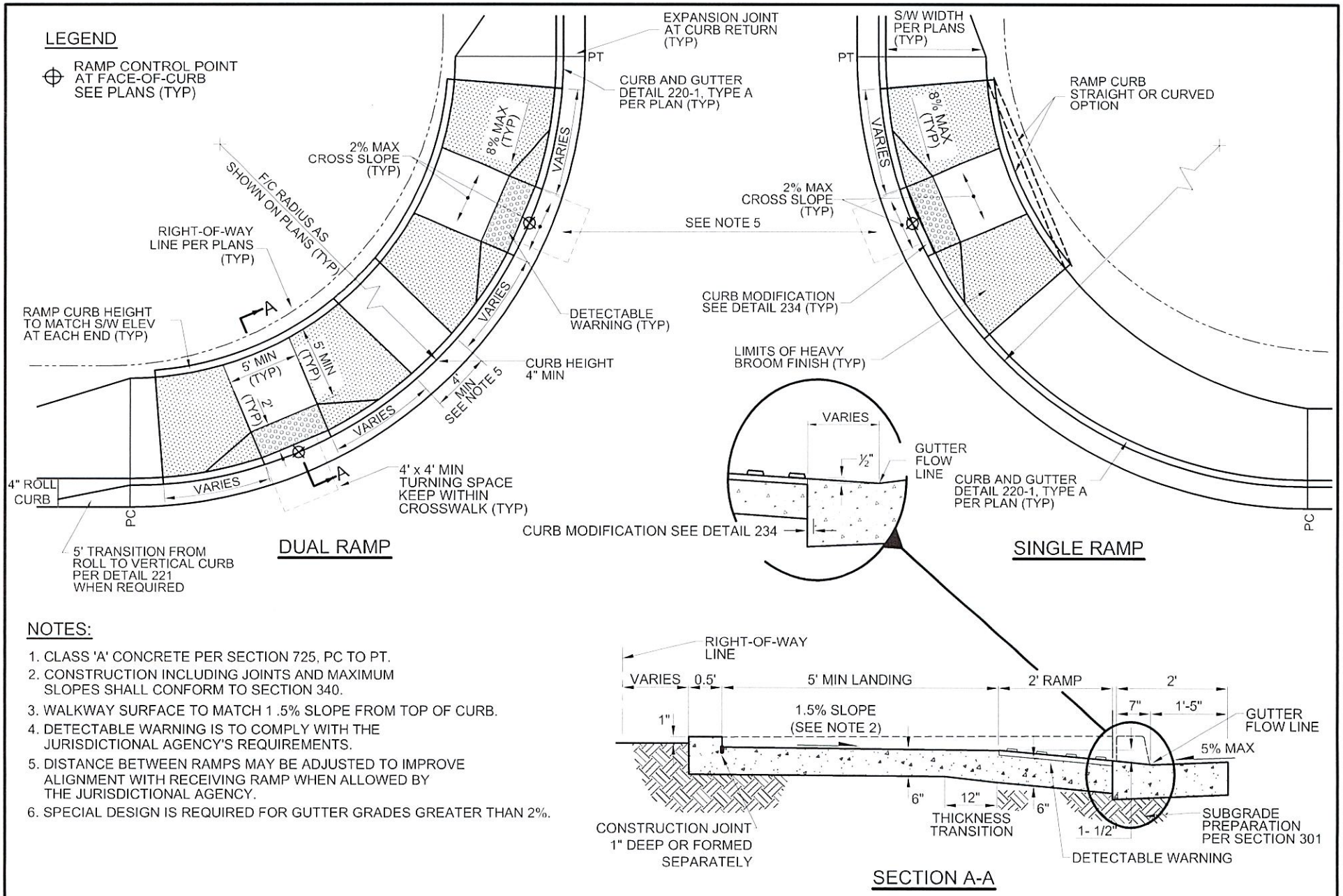
DETAIL NO.		STANDARD DETAIL		REVISED	DETAIL NO.
236-2	MARICOPA ASSOCIATION of GOVERNMENTS	ENGLISH	25' - 35' R - RADIAL CURB RAMP DETACHED SIDEWALK	01-01-2018	236-2



NOTES:

1. CLASS 'A' CONCRETE PER SECTION 725, PC TO PT.
2. CONSTRUCTION INCLUDING JOINTS AND MAXIMUM SLOPES SHALL CONFORM TO SECTION 340.
3. WALKWAY SURFACE TO MATCH 1.5% SLOPE FROM TOP OF CURB.
4. DETECTABLE WARNING IS TO COMPLY WITH THE JURISDICTIONAL AGENCY'S REQUIREMENTS.
5. DISTANCE BETWEEN RAMPS MAY BE ADJUSTED TO IMPROVE ALIGNMENT WITH RECEIVING RAMP WHEN ALLOWED BY THE JURISDICTIONAL AGENCY.
6. SPECIAL DESIGN IS REQUIRED FOR GUTTER GRADES GREATER THAN 2%.

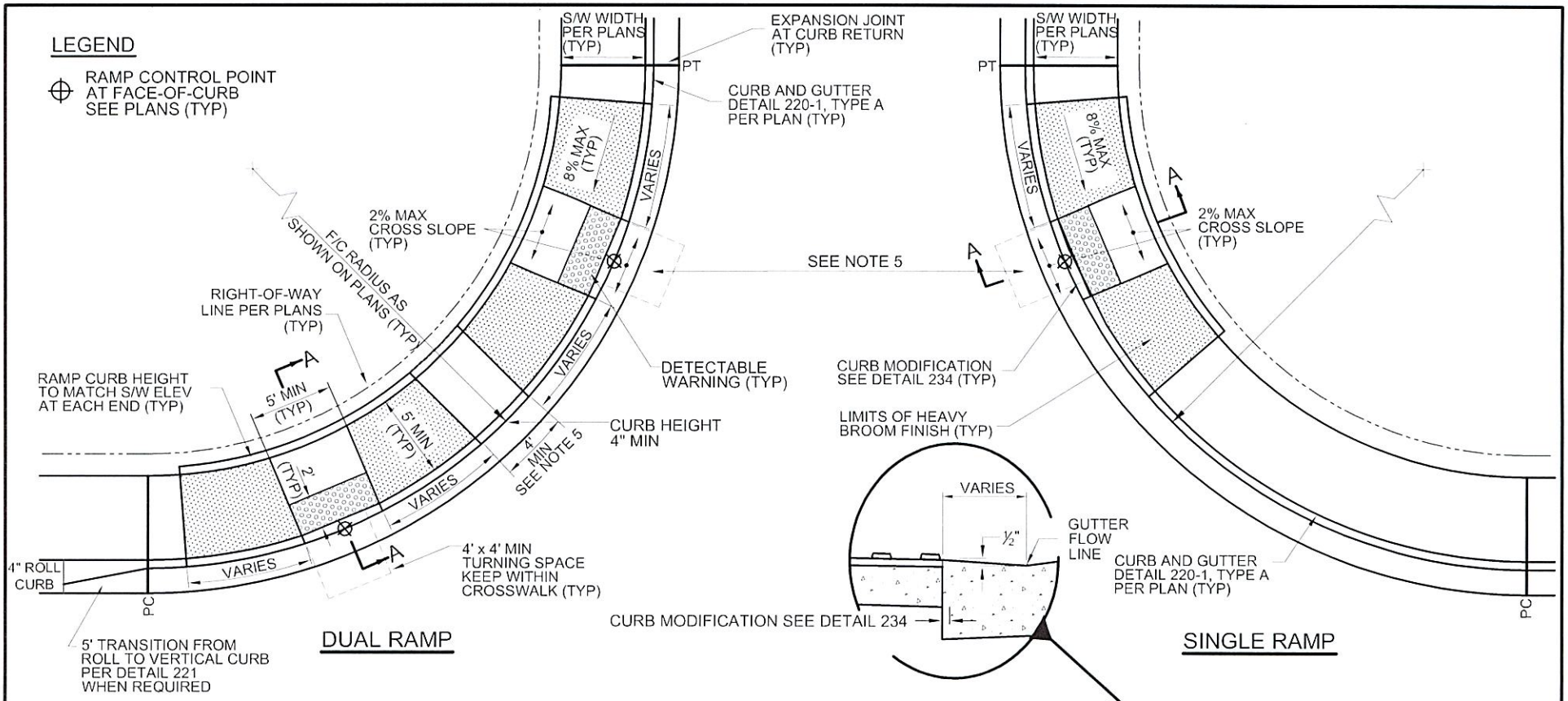
DETAIL NO.		STANDARD DETAIL		REVISED	DETAIL NO.
236-3	MARICOPA ASSOCIATION of GOVERNMENTS	ENGLISH	20' - 35' R - RADIAL CURB RAMP (COMPACT) ATTACHED SIDEWALK	01-01-2019	236-3



NOTES:

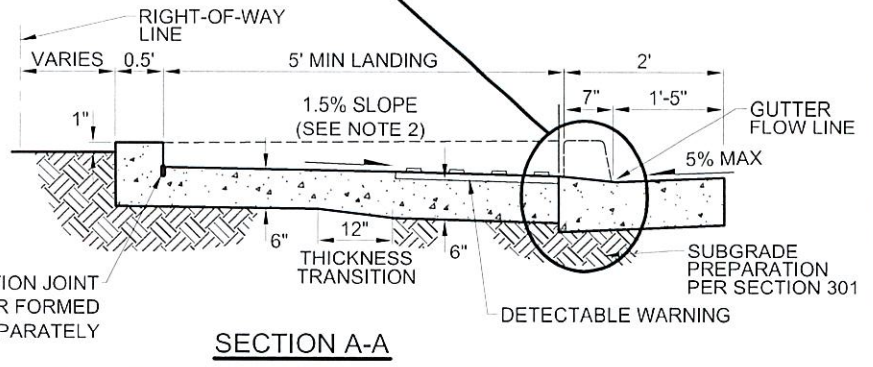
1. CLASS 'A' CONCRETE PER SECTION 725, PC TO PT.
2. CONSTRUCTION INCLUDING JOINTS AND MAXIMUM SLOPES SHALL CONFORM TO SECTION 340.
3. WALKWAY SURFACE TO MATCH 1 .5% SLOPE FROM TOP OF CURB.
4. DETECTABLE WARNING IS TO COMPLY WITH THE JURISDICTIONAL AGENCY'S REQUIREMENTS.
5. DISTANCE BETWEEN RAMPS MAY BE ADJUSTED TO IMPROVE ALIGNMENT WITH RECEIVING RAMP WHEN ALLOWED BY THE JURISDICTIONAL AGENCY.
6. SPECIAL DESIGN IS REQUIRED FOR GUTTER GRADES GREATER THAN 2%.

DETAIL NO.				REVISED	DETAIL NO.
236-4	MARICOPA ASSOCIATION of GOVERNMENTS STANDARD DETAIL ENGLISH	25' - 35' R - RADIAL COMBINATION CURB RAMP		01–01–2018	236-4



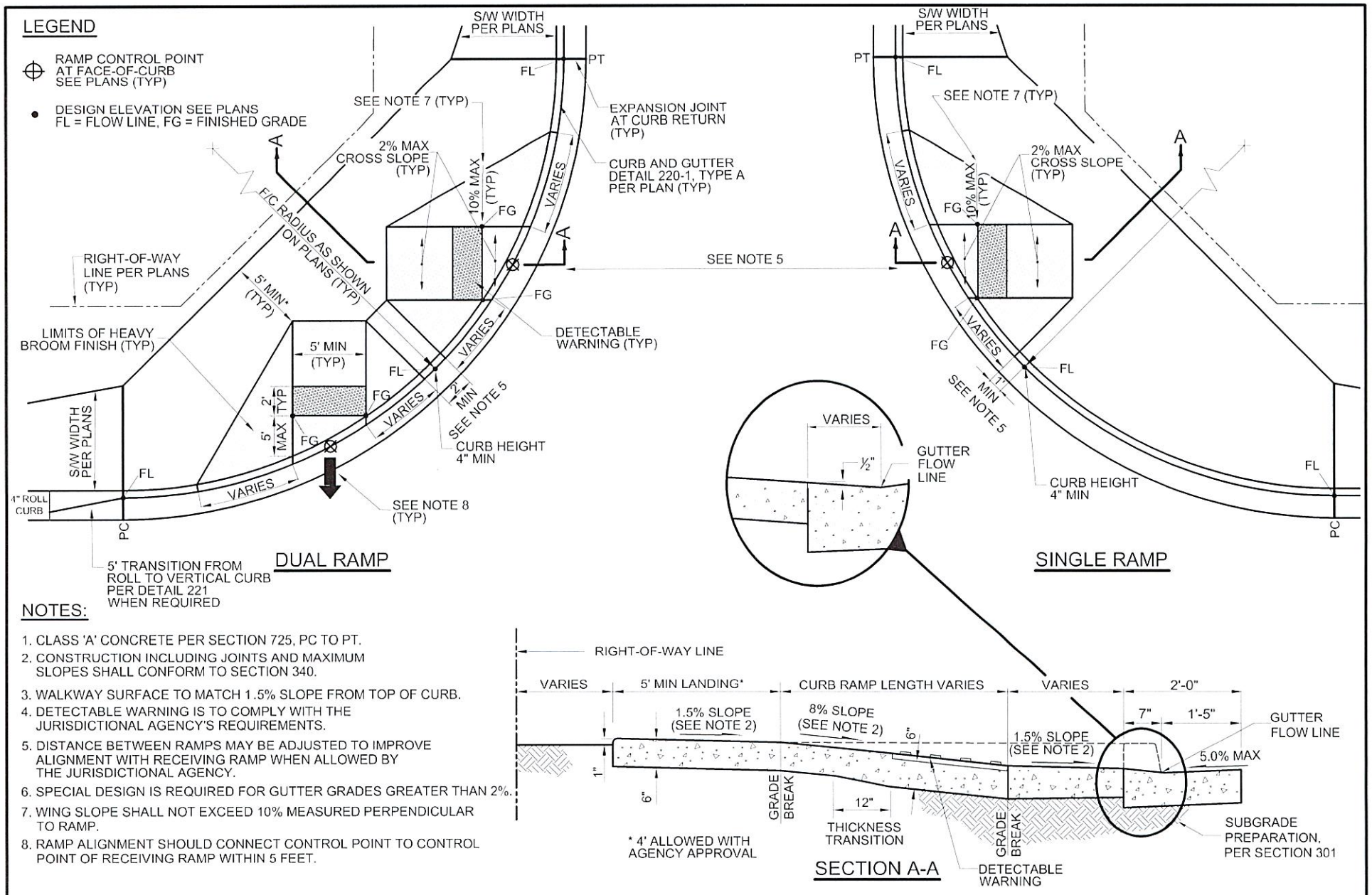
NOTES:

1. CLASS 'A' CONCRETE PER SECTION 725, PC TO PT.
2. CONSTRUCTION INCLUDING JOINTS AND MAXIMUM SLOPES SHALL CONFORM TO SECTION 340.
3. WALKWAY SURFACE TO MATCH 1 .5% SLOPE FROM TOP OF CURB.
4. DETECTABLE WARNING IS TO COMPLY WITH THE JURISDICTIONAL AGENCY'S REQUIREMENTS.
5. DISTANCE BETWEEN RAMPS MAY BE ADJUSTED TO IMPROVE ALIGNMENT WITH RECEIVING RAMP WHEN ALLOWED BY THE JURISDICTIONAL AGENCY.
6. SPECIAL DESIGN IS REQUIRED FOR GUTTER GRADES GREATER THAN 2%.
7. TYPICALLY USED FOR RETROFITS. REQUIRES AGENCY APPROVAL PRIOR TO USE.

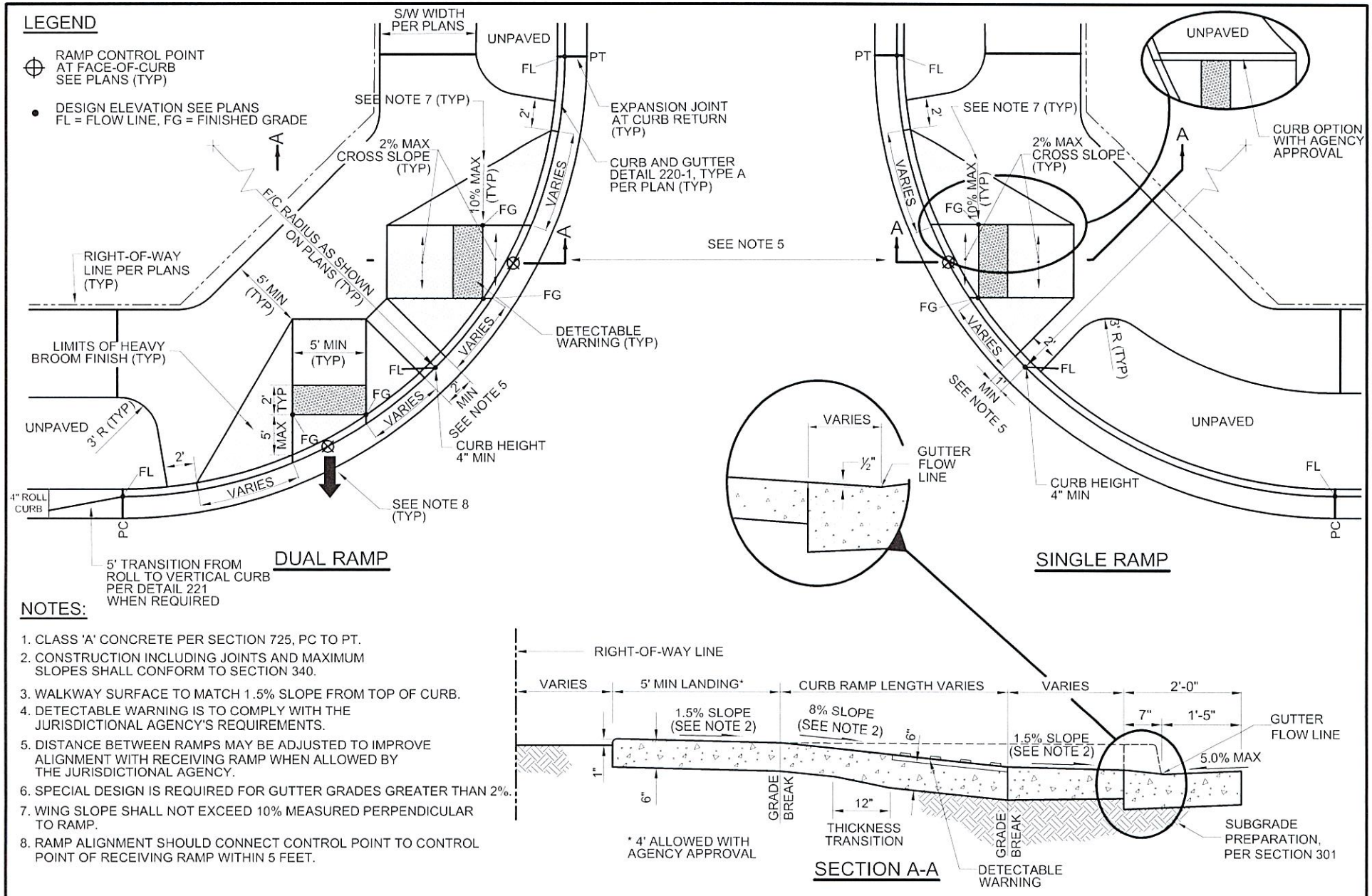


SECTION A-A

DETAIL NO.			REVISED	DETAIL NO.
236-5	MARICOPA ASSOCIATION of GOVERNMENTS STANDARD DETAIL ENGLISH	25' - 35' R - RADIAL PARALLEL CURB RAMP	01-01-2018	236-5



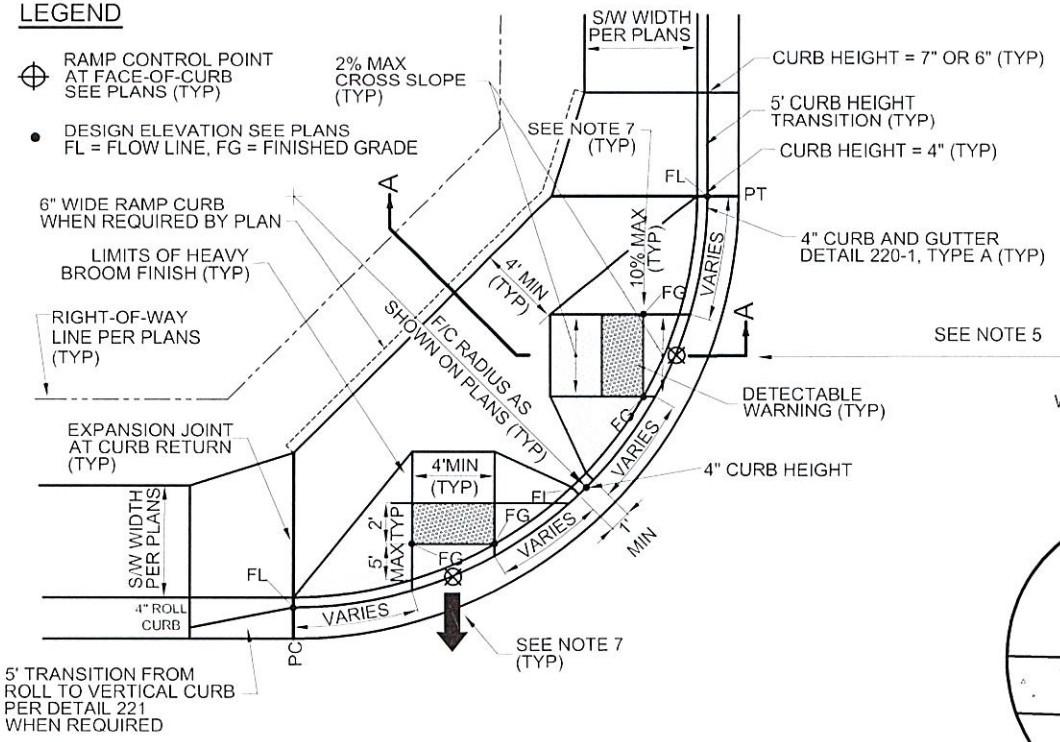
DETAIL NO.		STANDARD DETAIL		REVISED	DETAIL NO.
237-1	MARICOPA ASSOCIATION of GOVERNMENTS	ENGLISH	25' - 35' R - DIRECTIONAL CURB RAMP ATTACHED SIDEWALK	01–01–2018	237-1



DETAIL NO.		STANDARD DETAIL		REVISED	DETAIL NO.
237-2	MARICOPA ASSOCIATION of GOVERNMENTS	ENGLISH	25' - 35' R - DIRECTIONAL CURB RAMP DETACHED SIDEWALK	01-01-2018	237-2

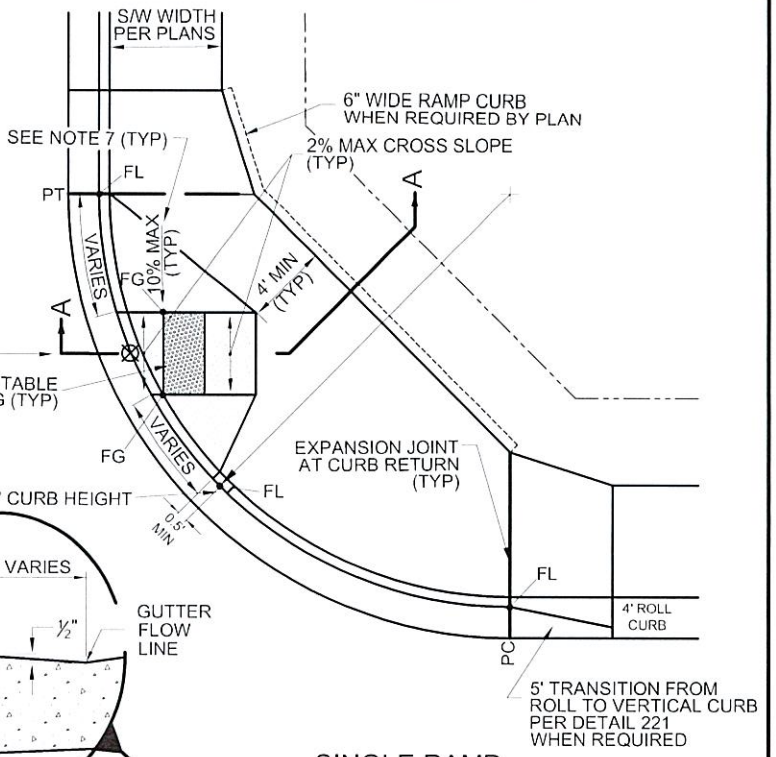
LEGEND

- RAMP CONTROL POINT AT FACE-OF-CURB SEE PLANS (TYP)
- DESIGN ELEVATION SEE PLANS FL = FLOW LINE, FG = FINISHED GRADE

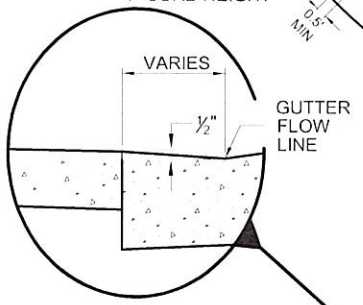


DUAL RAMP

SEE NOTE 5

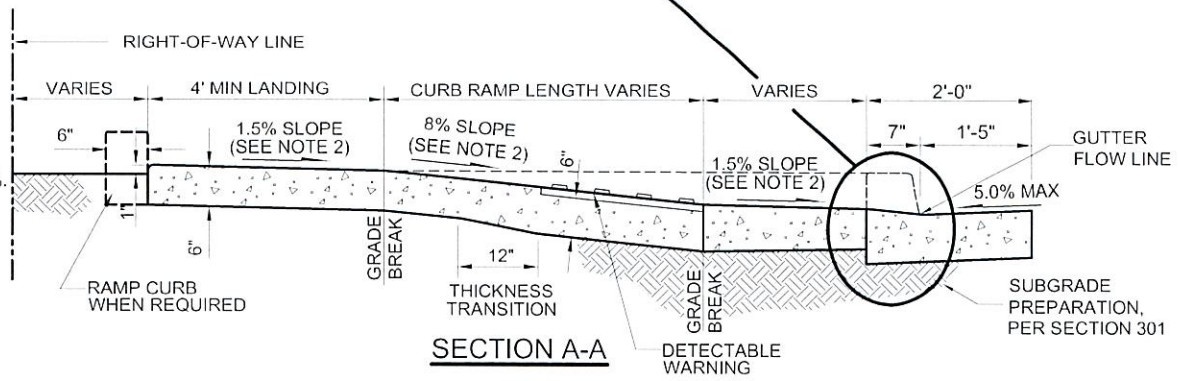


SINGLE RAMP



NOTES:

1. CLASS 'A' CONCRETE PER SECTION 725, PC TO PT.
2. CONSTRUCTION INCLUDING JOINTS AND MAXIMUM SLOPES SHALL CONFORM TO SECTION 340.
3. WALKWAY SURFACE TO MATCH 1.5% SLOPE FROM TOP OF CURB.
4. DETECTABLE WARNING IS TO COMPLY WITH THE JURISDICTIONAL AGENCY'S REQUIREMENTS.
5. SPECIAL DESIGN IS REQUIRED FOR GUTTER GRADES GREATER THAN 2%.
6. WING SLOPE SHALL NOT EXCEED 10% MEASURED PERPENDICULAR TO RAMP.
7. RAMP ALIGNMENT SHOULD CONNECT CONTROL POINT TO CONTROL POINT OF RECEIVING RAMP WITHIN 5 FEET.



SECTION A-A

DETAIL NO.				REVISED	DETAIL NO.
237-3	MARICOPA ASSOCIATION of GOVERNMENTS — STANDARD DETAIL ENGLISH	20' - 35' R - DIRECTIONAL CURB RAMP (COMPACT) ATTACHED SIDEWALK		01-01-2019	237-3

ATTACHMENT 3
TO
JOB ORDER NO. 5

PAYMENT AND PERFORMANCE BONDS

See the following pages.

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Contract No. CON-25-031-PBW

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

MR TANNER DEVELOPMENT AND CONSTRUCTION, LLC.
STREET MAINTENANCE SERVICES

This Linking Agreement for Cooperative Purchase (this "**Agreement**") is made and entered into on this 19 day of February, 2025 (the "**Effective Date**") by and between the Town of Paradise Valley, an Arizona municipal corporation (the "**Town**"), and M.R. Tanner Development and Construction, LLC. an Arizona limited liability company whose principal place of business is located at 1327 W. San Pedro Street, Gilbert, AZ 85233 (the "**Contractor**"). The Town and Contractor are the only parties to this Agreement; they are each individually a "**Party**," and together they are the "**Parties**."

RECITALS

A. On September 3, 2024, after a competitive procurement process, the City of Buckeye entered into the Street Maintenance Contract No. 2025081, with the Contractor (the "**Base Agreement**") to purchase goods and services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A**, and the terms of the Base Agreement are incorporated herein by reference to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies, including the Town.

B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. The Town desires to contract for supplies or services identical or nearly identical to the supplies or services the Contractor is providing other units of government under the Base Agreement, and the Contractor desires to provide such supplies and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Contractor and the Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Scope of Work; Terms, Conditions, and Specifications.

   1.1. The Contractor shall provide the Town the goods and/or services, generally described as Pavement Maintenance, and more particularly identified in individual job orders (each a "**Job Order**"), each of which shall be subject to separate approval by the Town and, upon such approval, attached hereto and incorporated as if fully set forth herein.

   1.2. The Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an

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enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in **Exhibit D**. For the purposes of this Agreement, all references to the City of Buckeye in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

1.3. The Contractor shall comply with all the Town's specific requirements and/or options, as specified in **Exhibit D** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibits B or C, this Agreement, Exhibit D, and the Base Agreement, the documents shall govern in that order.**

1.4. The Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2. Payment. Payment to the Contractor for the services, materials, or equipment provided shall be made in accordance with the price list and terms set forth in each individual Job Order. The total compensation for the supplies or services purchased under this Agreement shall not exceed $5,000,000.00 annually.

3. Contract Term and Renewal.

3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 3, 2025, unless terminated, canceled, or extended as otherwise provided in this Agreement.

3.2. The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the Contractor notice of its intent to extend this Agreement.

3.3. Upon the expiration of the Base Agreement, including any authorized renewals thereof, the Town may, at its option, extend this Agreement on a month-to-month basis for a maximum of six months. The purpose of such month-to-month extensions, if any, shall be to allow for the Town's procurement processes in the selection of a vendor to provide the services or materials provided under this Agreement.

4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including, without limitation, the requirement to name the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the Contractor shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.

5. E-Verify. The Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

6. Boycott of Israel Prohibited. To the extent Title 35 applies to this Agreement, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

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7. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.

8. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

9. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement or the Base Agreement will in no way be construed as limiting the scope of the indemnity in this section.

11. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,

an Arizona municipal corporation:

DocuSigned by:
By: Andrew Ching
5B8E4040A9944A3...
Andrew Ching, Town Manager

ATTEST:

DocuSigned by:
Duncan Miller
FD56FF67A95043D...
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Signed by:
6C9F79CECF0C427...
Andrew J. McGuire, Town Attorney

M. R. TANNER DEVELOPMENT AND CONSTRUCTION, LLC.
an Arizona limited liability company:

By: _____
Name: Chad Montoya
Title: Vice President

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

MR TANNER DEVELOPMENT AND CONSTRUCTION, LLC.
STREET MAINTENANCE SERVICES

EXHIBIT A
BASE AGREEMENT

(See attached: Street Maintenance, Contract No. 2025081, September 3, 2024)

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JOB ORDER CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
M. R. TANNER DEVELOPMENT AND CONSTRUCTION, LLC

CONTRACT NO. 2025081

This JOB ORDER CONTRACT FOR Category 1: Street Maintenance (the "Contract") is made and entered into, by and between the City of Buckeye, an Arizona municipal corporation (the "City") and M. R. Tanner Development and Construction, LLC, an Arizona limited liability company (the "Contractor"). This Contract is for Street Maintenance, and issued as required by award of individual Job Orders (the "Project").

RECITALS

A. The City issued a Request for Qualifications entitled "Job Order Contracting – General for "Category 1: Street Maintenance (the "RFQ") incorporated herein by reference, seeking proposals from vendors interested in providing Street Maintenance.

B. The Contractor submitted a statement of qualifications (the "SOQ"), attached hereto as Exhibit A, in response to the RFQ, attached hereto as Exhibit B, and both Exhibits are incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for indefinite quantity and indefinite delivery for various projects related to Street Maintenance for the City. The Projects may include Design Services, preconstruction services, permitting regulatory requirements and as-built/close-out documents (collectively the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Contractor agree as follows:

ARTICLE 1
CONTRACT TERM

1. This Contract has a base period of one (1) year and four (4) option periods of one (1) year each that may be exercised in the sole discretion of the City. Any exercise of any option to renew this Contract beyond the base period will only be effective upon written notice from the City. The time period during which this Contract is in effect is the "Term".

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2. The Contract Time for each Job Order shall start with the Notice to Proceed ("NTP") and end with Final Acceptance, as set forth below. The NTP will not be issued until prior approval and acceptance by the City of the Job Order.

3. The Contract Time is identified in the Job Order as the Contract Duration in terms of calendar days. Contractor agrees that it will commence performance of the Work after receiving an official NTP letter and complete the Project through both Substantial Completion (if applicable) and Final Completion within the Contract Time.

4. Time is of the essence of this Contract, and each Job Order issued hereunder, for each Project, and for each phase and/or designed milestone thereof.

5. Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of a specific Job Order and/or this Contract by the City. The City will assess liquidated damages as described in each Job Order for each calendar day of delay beyond the Final Completion date.

ARTICLE 2
OVERVIEW OF JOB ORDER CONTRACTING UNDER THIS CONTRACT

1. This Contract establishes an indefinite delivery, indefinite quantity, Job Order Contract for such Services within the scope of this Contract as the City may request from time to time by issuance of an individual Job Order for each Project. Unless otherwise specified in a specific Job Order, Job Orders generally will not include Design Services and that where Design Services are necessary, the City will provide them under separate contract. There will be a separate Job Order for each Project that will describe the Work to be provided by Contractor for that Project. There may be multiple projects and therefore multiple Job Orders under this Contract.

2. The amount to be paid by the City for the Project under each Job Order is the Contract Price for that Job Order. The Job Order price will include a total amount for each Job Order priced for the Work described for that Job Order. The Contract Price for any Job Order will be established as a Firm Fixed Price, subject to the following:

   (a) Estimated values for individual projects are estimated at $100,000.00 to $1,000,000.00. Most projects will be completed within the same fiscal year they are initiated in or within three hundred sixty-five (365) days from the Notice to Proceed. Projects may extend into the next fiscal year and beyond, but in no instance will any one project under this Contract exceed $2,000,000.00. The total Job Orders for a single contractor issued during a single fiscal year will not exceed $6,000,000.00.

   (b) There is no limit on the number of Job Orders that the City may issue to the Contractor during the term of this Contract. Likewise, there is no requirement that the City issue any Job Orders to the Contractor during the Term of this Contract.

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3. This Contract is non-exclusive. The City shall have the right to engage other contractors to perform the Services or to self-perform the Services.

4. No Contract in relation to any specific Work is in effect until a Job Order has been fully executed by the City and Contractor.

5. During the Term of this Contract, the City will issue an individual Job Order request for proposal to the Contractors under the JOC Street Maintenance category for each Project or negotiate directly with a contractor. Each Job Order will have specific instructions concerning that Job Order. The Contractor will follow these specific instructions when preparing a response in the form of a Job Order Proposal.

6. The general steps for development of a Job Order are:

   (a) When the City identifies a need for performance of a Project under a Job Order; the City will issue an RFP to the Contractor and also advise the Contractor of the nature of the Work to be done. This is done either by a delivery order request for proposal or through direct negotiations utilizing the rankings from the RFQ evaluation process as specified in the RFQ. At the same time, the City will advise the Contractor if Design Services are required and how those services will be provided. Within seven (7) working days of receipt of this notification, the Contractor will:

      (i) Visit the proposed Project Site with City designated representatives; and
      (ii) Arrange with the City to further define the scope of the Project.

   The Contractor shall thoroughly acquaint itself with all available information concerning the conditions of the Work under each Job Order and is responsible for correctly and fully estimating the difficulty of performing the Work, the actions required to perform the Work and the cost of successfully performing the Work under each Job Order.

   (b) The City may arrange for any needed Design Services to produce the Drawings and Specifications. Design Services will not begin until the scope of Design Services is approved by the City. The Drawings and Specifications developed by the Design Services are subject to approval by the City. If there are no Design Services, the City will develop Drawings and Specifications consisting of a line drawing and a written description of the contemplated Work.

   (c) Upon establishment of the scope of work, the Contractor will prepare its proposal for accomplishment of the Project. The proposal will include pricing and schedule for completion of the Project.

7. Upon award of a Job Order, a signed copy of the Job Order will be mailed or electronically forwarded to the Contractor. Failure by the Contractor to pick up or receive the mailed or

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electronic orders shall not relieve the Contractor from the obligation to complete the Work under the Job Order in accordance with the terms of this Contract or the terms of each Job Order.

8. The City may provide a verbal NTP for the Work in advance of issuing the formal NTP letter (which will be followed up with a written NTP). Normally, NTP will be issued under separate cover from the Job Order. The Contract duration starts with the date on the NTP letter.

ARTICLE 3
DEFINITIONS

"Addenda" means written or graphic instruments issued prior to the submittal of the Proposal(s), which clarify, correct or change the Proposal(s) requirements.

"Agreement" or "Contract" means the executed agreement between the City and Contractor, including any amendments to the executed Agreement.

"Certificate for Payment" means the City form issued by the City to certify amount due and payable by the City to the Contractor.

"Certificate of Final Completion" means the City form issued by the City to the Contractor stating the Work required under the Contract has been completed.

"Certificate of Substantial Completion" means the City form issued by the City to the Contractor certifying that the Work under the Contract is considered sufficiently complete so that the City can occupy and use the Project or a portion thereof for its intended purposes.

"Change Order" means a written instrument issued after execution of a Job Order or this Contract signed by the City and the Contractor, stating their agreement upon all of the following: the scope of the change in the Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Time(s). A Change Order is an amendment to the Agreement.

"City" means the City of Buckeye, a municipal corporation, with whom Contractor has entered into this Contract and for whom the Services is to be provided pursuant to said Contract.

"City's Project Criteria" means information developed by or for the City to describe the City's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Contractor's performance of the Work. The City's Project Criteria may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements.

"City's Representative" means the person designated within this Contract.

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"Commissioning" means the process for achieving, validating and documenting the performance of the Project including any works and its systems to meet the design needs and requirements of the City.

"Construction Documents" means the plans, specifications and drawings prepared by the Contractor or a Consultant.

"Construction Drawings" means the detailed drawings approved as part of the approved Construction Documents.

"Construction Work" means the construction component of the Project.

"Contract Documents" means the following items and documents in descending order of precedence: (i) all written modifications, amendments and Change Orders to this Contract; (ii) this Contract, including all exhibits and attachments, executed by the City and Contractor to include each Job Order; (iii) written supplementary conditions; (iv) Construction Documents prepared and approved; (v) Contractor's approved Variations of the City's Project Criteria, as contained in Exhibit A.; (vi) City's Project Criteria; (vii) Contractor's Proposal(s), except for accepted Variations of the City's Project Criteria, submitted in response to City's Project Criteria.

"Contract Price" means the amount or amounts set forth in each awarded Job Order subject to adjustment in accordance with this Contract.

"Contract Time" means the Days set forth in each awarded Job Order subject to adjustment in accordance with this Contract.

"Job Order" means a specific written agreement between the City and the Contractor for Work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price.

"Day(s)" means calendar days unless otherwise specifically noted in the Contract Documents.

"Deliverables" means the work products prepared by the Contractor in performing the scope of work described in each Job Order.

"Design Services" means all professional services to be performed or procured by the Contractor or by the City to provide required Project design under this Contract and any subsequent amendments.

"Job Order Contractor" means the firm, corporation, or other approved legal entity with whom the City has entered into this Contract to provide services as detailed in this Contract. The term Contractor may be used to identify the Job Order Contractor.

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"Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Scope of Work issued with each Job Order or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Final Acceptance" means the completion of the Project as prescribed in Article 10.

"Float" means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

"Legal Requirements" means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Liquidated Damages" means a specified amount due by the Contractor when in breach of the Contract. The amount is determined based off of the Contract Price and predetermined amounts from the Maricopa Association of Governments' (MAG) Uniform Standard Specifications and Details for Public Works Construction.

"Materials" means goods, items, or supplies utilized in the completion of the Work.

"Notice to Proceed" or "NTP" means the directive issued by the City, authorizing the Contractor to start Work or a portion of the work.

"Payment Application" means the City form used by the Contractor to request payment for Work performed.

"Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

"Project" means the Work to be completed in the execution of any awarded Job Order and as amended and as prescribed as any Scope of Work in identified in each awarded Job Order. Project means the Work associated with each awarded Job Order issued under this Contract.

"Project Schedule" means a schedule as prescribed in this Contract or subsequent Job Orders.

"Project Record Documents" means the documents created pursuant to Article 12.

"Samples" means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

"Schedule of Construction" means the timeline submitted by the Contractor for the completion of the Work.

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"Schedule of Values (SOV)", means the Document specified in the construction phase, which divides the Contract Price into pay items, such that the sum of all pay items equals the awarded Job Order Price for the Work, or for any portion of the Work having a separate specified Contract Price.

"Shop Drawings" mean drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Scheduled Substantial Completion Date" means the calendar date equal to the Notice to Proceed date established plus the number of Days established in each Job Order.

"Site" means the land or locations on which the Project is located, as more particularly described in the Job Order.

"Subcontractor" or "Sub consultant" means any person or entity retained by Contractor as an independent contractor to perform a portion of the Work and shall include material, men and suppliers.

"Substantial Completion" means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that the City can occupy and use the Project or a portion thereof for its intended purposes.

"Technical Consultant" means an agent of the City who furnishes project management assistance (if applicable to a Job Order).

"Variations of the City's Project Criteria" means agreed changes to the City's Project Criteria by both Parties.

"Work" means as defined in Article 5, Paragraph 2.

ARTICLE 4
DESIGN PHASE AND DESIGN SERVICES

1. Costs for Preconstruction services will be included in Contractor's firm fixed price cost proposal.

2. Normally the City will obtain Design Services from a consultant or prepare design documents using City Staff. However, Contractor may also be required to provide incidental Design Services for all or a portion of the Work to be constructed under a specific Job Order. If consulting services for design and the preparation of Plans and Specifications are required; they will be paid for as a separate line item in the Contractor's price proposal.

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ARTICLE 5
CONSTRUCTION SERVICES

1. Contractor shall perform all Work necessary to construct the Project in accordance with all applicable Legal Requirements, this Contract and the specifications outlined in each Job Order, and render the Project and all its components operational and functionally and legally usable for their intended purpose.

2. The term "Work" shall mean whatever is done by or required of Contractor to perform and complete its duties relating to the construction of each Job Order under the Contract, including, without limitation, the following:

   A. Construction of the whole and all parts of the Project in full and strict conformity with each Job Order;

   B. The provision and furnishing, and prompt payment therefore, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of each Job Order;

   C. The procurement and furnishing of all necessary permits and other permits required for the construction of each Job Order;

   D. The creation and submission to the City of detailed as-built drawings depicting all as-built construction;

   E. The furnishing of any required surety bonds and insurance as may be required by each Job Order;

   F. The furnishing of all equipment and product warranties, manuals, test results and user guides required by each Job Order or otherwise reasonably available to Contractor;

   G. The furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 6 below.

ARTICLE 6
TIME FOR CONSTRUCTION: THE CONTRACT TIME

1. After the City has awarded each Job Order, the City shall issue a NTP directing Contractor to proceed with the Work on the date indicated in the notice (the "Commencement Date"). Work shall commence within ten (10) days of the Commencement Date.

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2. Contractor shall commence the Work within ten (10) days of the Commencement Date, and the Work shall be carried out regularly and without interruption. Contractor shall substantially complete the Work no later than the date established in each Job Order or such other date as may be issued by a Change Order (the "Scheduled Completion Date"). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time". Contractor shall achieve Final Completion of the Work no later than thirty (30) calendar days after achieving Substantial Completion.

3. Contractor understands that if Substantial Completion for entire project is not attained by the Scheduled Substantial Completion date, the City will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Contractor shall pay the City the amount established in each Job Order as liquidated damages for each day that Substantial completion extends beyond the Scheduled Substantial Completion Date.

4. All limitations of time set forth in each Job Order are material and time is of the essence of each Job Order.

ARTICLE 7
ADDITIONAL DUTIES AND RESPONSIBILITIES OF CONTRACTOR

1. The intent of this Contract is to require complete, correct and timely execution of all Job Orders awarded for the Construction Work. Any and all Construction Work that may be required reasonably implied or reasonably inferred by each Job Order as necessary to produce the intended result shall be provided by Contractor for the Construction Price as provided in each awarded Job Order.

2. All Work performed by Contractor shall be in strict compliance with each Job Order. "Substantial Compliance" is not strict compliance. Any Construction Work not in strict compliance with each Job Order is defective.

3. The Construction Work shall be strictly supervised and directed using Contractors best and highest skill and effort. Contractor shall bear full responsibility for any and all acts or omissions of those engaged in the Construction Work on behalf of the Contractor.

4. Contractor warrants and guarantees to the City that all labor furnished to perform the Construction Work under each Job Order will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only superior results in strict compliance with the requirements of each Job Order, that materials and equipment furnished will be of high quality and new unless otherwise permitted by the Job Order, and that the Construction Work will be of high quality, free

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from faults and defects and in strict conformance with the requirements found in each Job Order. Any and all Construction Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Contractor's warranty.

5. Special or specific guarantees and warranties which are required by each Job Order to run for a fixed period of time shall commence running on the date of Substantial Completion of all Construction Work. In general, Contractor warrants all work, including labor and materials, for a period of two (2) years from the date of Substantial Completion, unless otherwise specified in the Job Order.

6. Contractor, within fifteen (15) days after the Commencement Date, shall submit to the Manager of Construction and Contracting for his information, and shall comply with, Contractor's Schedule of Construction for each Job Order awarded. The Schedule of Construction shall reflect the performance of all Construction Work on weekdays and non-holidays. The Schedule of Construction shall be a detailed critical path (CPM) schedule in a form acceptable to the City. The Schedule of Construction shall be revised at least monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project awarded as a Job Order. Each such revision shall be furnished to the City. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Contractor, and failure to strictly comply with this requirement shall constitute a material breach of the Contract. No claim for an increase in the Construction Price shall be allowed as a result of Contractor basing the Construction Price upon an early completion schedule, or as a result of delays and costs attributable to completion later than the planned early completion date.

7. Contractor shall continuously maintain at the Site, for the benefit of the City, an updated copy of the awarded Job Order, including one record copy of the Job Order Documents marked to record on a current basis changes, selections and modifications made during construction. Additionally, Contractor shall maintain at the Site, for the benefit of the City, a copy of all Shop Drawings, Product Data, Samples, and other Submittals, if any, that are specified in the awarded Job Order. Upon Final Completion of the Construction Work, or upon the City's request, all of the documents described in this Paragraph shall be finalized and delivered to the City and shall become the property of the City.

8. Contractor shall review, study, and approve, or take other necessary action upon all Shop Drawings, Product Data, Samples, and other Submittals to ensure that each Job Order will be constructed in a timely fashion in strict compliance with the requirements of the Contract and Job Order. No deviation from, substitution for or other modification from the Documents shall be allowed by Contractor in a shop drawing or submittal without written approval, in the form of a Change Order from the City, and signed by the parties hereto. Contractor shall engage in prompt and adequate review of Shop Drawing and other Submittals to maintain the Construction Schedule; Contractor also warrants it will

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use its best independent professional judgment in its review to determine compliance with the Contract Documents.

9. The City shall also, in its discretion, have the right to review and approve Submittals. In the event that the City exercises the foregoing right to review, Contractor shall not perform any portion of the Construction Work unless and until the City approves in writing such Submittal. Any such approval shall not be evidence that Construction Work installed pursuant to the City's approval conforms to the requirements of the Contract nor shall such approvals relieve Contractor of any of its responsibilities or warranties under the Contract. If the City elects to review Submittals, Contractor shall maintain a Submittal log which shall include, at a minimum, the date of each Submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Contractor shall have the duty to carefully review, inspect and examine any and all Submittals before submission of same to the City. Shop Drawings and other Submittals from Contractor do not constitute a part of this Contract.

10. Contractor shall procure from all Subcontractors and Suppliers and shall transmit to the City, all warranties required by the Contract. Contractor shall review all such warranties and shall certify to the City that the warranties are in strict compliance with the requirements of the Contract.

11. Contractor shall prepare or procure and shall transmit to the City all documentation required by this Contract regarding the operation and recommended maintenance programs relating to the various elements of the Construction Work.

12. If required in the Job Order, Contractor shall prepare and provide to the City a complete set of all as-built drawings which shall be complete and, except as specifically noted, shall reflect performance of the Construction Work in strict compliance with the requirements of this Contract.

13. Contractor shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Construction Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.

14. Contractor shall be responsible for procuring all tests and inspections required by sound professional practices and by governmental authorities having jurisdiction over the Project. Contractor shall submit certified results of such tests to the City. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Construction Work to be specifically inspected, tested, or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the City the required certificates of inspection, testing or approval.

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15. Contractor shall, during the course of the Construction Work, comply with any regulations or guidelines prescribed by the City. Contractor warrants that it will comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Contractor in connection with the Construction Work to be performed under the Contract.

16. Contractor shall perform the Construction Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Construction Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Contractor, and Contractor, to the fullest extent permitted by the law, shall fully defend, indemnify and hold the City harmless for, from and against all loss, damage, and expense, including attorney's fees, resulting from any such violation or alleged violation of codes, laws, ordinances, or regulations, regardless of a concurrent contribution by the City, through negligence or other wrongful act, to such loss, damage, or expense, except that such indemnity shall not apply if the violation is solely and directly caused by a negligent or willful act or omission of the City, its officers, agents, or employees.

17. All construction and building permits, licenses and authorizations necessary for the construction of the Project shall be secured and paid for by Contractor. Contractor shall notify the City when it has received said permits, licenses, and authorizations, and upon receipt shall supply the City with copies of same. The originals of permits, licenses and authorizations shall be delivered to the City upon completion of the Construction Work, and receipt of these documents by the City shall be a condition precedent to final payment. Contractor shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Construction Work.

18. While on the City's property, all Contractor's employees and Subcontractors shall confine themselves to areas designated by the City and will be subject to the City's badge and pass requirements, if any, in effect at the Site of the Construction Work.

19. Contractor shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the Construction Work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the site. Contractor shall at all times safeguard the City's property and employees from injury or loss in connection with the performance of the Contract. Contractor shall at all times safeguard and protect its own partially or completely finished Construction Work and that of the adjacent property and all adjacent construction Work from damage. Contractor shall protect the City's equipment, apparatus, machinery, and other property and all adjacent construction Work with boarding and other safeguards so as to keep the premises free

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from dampness, dirt, dust, or other damage and shall remove all such temporary protection upon completion of the Construction Work.

20. Unless otherwise instructed by the City, Contractor shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by Contractor's performance of the Construction Work.

21. Contractor shall keep the site reasonably clean during performance of the Construction Work. Upon Final Completion of the Construction Work, Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Contractor's property therefrom.

22. At all times relevant to the Contract, Contractor shall provide access to the Construction Work to the City and its designees without formality or other procedure.

23. The City's decisions in matters relating to aesthetic standards and effect shall be final.

24. In performing both Design Services and Construction Work under this Contract, the relationship between the City and Contractor is that of independent contractor, and the execution of this Contract does not change the independent status of Contractor. Contractor shall exercise independent judgment in performing its duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the Contract work flow and determining how all Contract work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of the City, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which the City provides its employees.

ARTICLE 8
CONTRACT PRICE

1. The City shall pay, and Contractor shall accept, as full and complete payment for all Work associated with each Job Order the amount approved and awarded to the Contractor as a Job Order. Each Job Order will be a separate contract under this Contract. The general terms and conditions will be established by this Contract and special contract provisions will be established within each Job Order.

2. Job Order Construction Price, unless changed by Change Order, represents the absolute limit of obligation or liability that the City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor or its Subcontractors are concerned. Should additional amounts be required to be expended, over and above a Job Order Construction Price, to achieve completion of the Construction Work, including Project construction, and payment to Contractor, in accordance with this

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Contract and any Special Provisions included in each awarded Job Order, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract Surety herein, and the City shall never be liable for same.

3. In addition to the Construction Work Contractor will perform, it will also provide all the usual and necessary traditional construction management services incident to construction projects of the nature and scope of this Project, for which the Contract Price described in this Contract is paid. Such construction management services are not intended in any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

4. The City agrees to pay Contractor for the Cost of the Construction Work as defined in each Job Order, subject to submission by Contractor of all backup substantiation as may be reasonably required by the City. In no event shall the sum of payments for the Cost of the Construction Work and any other Contractor compensation exceed the Construction Price, as adjusted by Change Order. The term "Cost of the Construction Work" shall be defined in each Job Order and be established as a Firm-Fixed Price Contract.

ARTICLE 9
PAYMENT OF THE CONTRACT PRICE

1. Payments of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the City by the Contractor on the current edition of AIA Documents G702 and G703, within five (5) days after end of the period. Payment Applications shall be notarized shall be supported by such data substantiating the Contractor's right to payment as the City may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

2. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the City. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the City to require fulfillment of all terms of Contract Documents.

3. The City, within seven (7) days after receipt of the Payment Application, will either issue a Certificate for Payment for such amount as is properly due or issue written notice of the reasons for withholding such a certificate.

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4. The issuance of a Certificate for Payment will constitute a representation by the City, observations at the site and the data comprising the Payment Application, that the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his certificate); and that the Contractor is entitled to payment in the amount certified.

5. Payment may be withheld in whole or in part to protect the City on account of:

    a. Unsatisfactory job progress as determined by the City.
    b. Defective Work or materials not remedied.
    c. Disputed Work or materials.
    d. Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
    e. Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.
    f. A reasonable doubt as determined by the City that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
    g. The Contractor's failure to perform any of its contractual obligations under the Contractor Documents, or any other Contract with the City.
    h. Deficiencies or claims asserted by the City against Contractor arising from any other project. Within fourteen (14) days following the receipt of the Certificate for Payment, the City shall pay to the Contractor 90% of the value of the Work in place and materials suitably stored at the Site. The remaining 10% shall be retained by the City until the Contract is 50% completed at which time the retainage shall be reduced to 5%; provided that: (a) the Contractor is making satisfactory progress on the Contract; and (b) in the City's sole judgment, there is no specific cause or claim requiring a greater amount than 5% to be retained. Thereafter, the City shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of Work in place and materials stored. The City's sole judgment concerning the satisfactory progress of the Work shall be final.

6. Within sixty (60) days after the issuance of the Certificate of Final Completion by the City and receipt of all other documents required by the Contract, all retained amounts shall be paid to Contractor as part of Final Payment:

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a. The Final Payment shall not become due until the Contractor delivers to the City full and final unconditional releases from subcontractors and major suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.
b. If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the City all monies that the latter may be compelled to pay in discharging such claim including all costs, interest and attorneys' fees.

ARTICLE 10
SUBSTANTIAL AND FINAL COMPLETION

1. "Substantial Completion" means that stage in the progression of the Construction Work, as approved by the City in writing, when the Project is sufficiently complete in accordance with the Contract that the City can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by the City of all necessary authorizations for the use of the Project required by any governmental or regulatory authority. The City reserves the right to use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use of the Project shall not result in the Project being deemed substantially complete, and such partial use shall not be evidence of Substantial Completion.

2. When Contractor believes that the Construction Work is substantially complete, Contractor shall notify the City in writing and shall submit to the City a list of items remaining to be completed or corrected. The City, the City's designee, (or an independent consultant hired by the City) will perform an inspection. If the Construction Work is substantially complete, in the sole opinion of the City, the City will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of the City and Contractor for Project security, maintenance, damage to the Construction Work, and insurance, and shall fix the date, not more than 30 days after the established date of Substantial Completion, within which Contractor shall complete any items of incomplete or defective Construction Work. The Certificate of Substantial Completion shall be submitted to Contractor for its written acceptance of the responsibilities assigned to it in such certificate.

3. Within thirty (30) days following (a) Substantial Completion of the Construction Work, and (b) the parties' execution of the Certificate of Substantial Completion the City will remit payment of all sums due Contractor, including such amount of retainage based upon the value of remaining performance, less the reasonable costs for completing all incomplete Construction Work and/or any Design Services, correcting and bringing into strict conformance all defective and nonconforming Construction Work, and

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handling all outstanding or threatened claims. Such payment less reasonable costs shall be determined by the City in its sole and absolute discretion.

4. "Final Completion" means the completion of all Work required by, and in strict compliance with, this Contract, the Job Order, including Contractor's provision to the City of all documents and deliverables required to be provided by the Contract.

5. When Contractor believes that all of the Construction Work is finally complete, and Contractor is ready for a final inspection, Contractor shall so notify the City in writing. The City (or an independent consultant hired by the City) will then make final inspection of the Construction Work and, if the Construction Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then the City will issue a Certificate for Final Payment, providing for payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract.

6. The City shall make final payment of all remaining sums due to Contractor within thirty (30) days after Final Completion as reflected by the City's Certificate for Final Payment, provided that all documents and deliverables required to be delivered to the City under this Contract have been delivered as required, and provided that all other conditions precedent to payment have been satisfied.

7. Prior to being entitled to receive final payment, and as a condition precedent thereto, Contractor shall furnish the City, in the form and manner required by the City, the following:

   (a) a signed and notarized statement of final payment and release, in particular certifying that all Subcontractors and Suppliers have been paid all sums lawfully due to them, and releasing the City from all claims that Contractor had or might have asserted during the performance of this Contract;
   (b) if required by the City, separate releases of lien or lien waivers from each Subcontractor, lower tier subcontractor, laborer, Supplier or other person or entity who has, or might assert a claim against the City or the City's property;
   (c) consent of surety to final payment;
   (d) a complete set of the as-built drawings to include AutoCAD disks and the record set of Contract Documents; and
   (e) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a Contractor, or expressly required herein, as a part of or prior to Project closeout.

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8. Acceptance by Contractor of final payment shall constitute a waiver and release of all claims against the City by Contractor except for those claims previously made in writing against the City by Contractor, pending at the time of final payment and specifically identified on Contractor's pay request for final payment as unsettled at the time it submits its pay request.

ARTICLE 11
CITY'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

In addition to payment, the City shall undertake to perform the following:

1. The City shall provide Contractor with information regarding the City's requirements for the Project including any desired or required design or construction schedule.

2. The City shall review any documents submitted by Contractor requiring the City's decision, and shall render any required decisions pertaining thereto.

3. In the event the City has actual knowledge of (a) any material fault or defect in the Construction Work, (b) nonconformance with the Contract, or (c) errors, omissions or inconsistencies in the Design Documents, the City shall give prompt written notice thereof to Contractor.

4. The City shall provide Contractor access to the Site and to the Construction Work, and shall provide Contractor with such information, existing and reasonably available, necessary to Contractor's performance of the Contract as Contractor may request.

5. The City shall cooperate with Contractor in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.

6. The City shall perform the duties set forth in this Article 11 in a reasonably timely manner so as to permit the orderly and timely progress of Contractor's Design Services and of the Construction Work.

7. The City's review, inspection, or approval of any Construction Work, Design Documents, Submittals, or pay requests by Contractor shall be solely for the purpose of determining whether such Construction Work and such documents are generally consistent with the City's construction program and requirements. No review, inspection, or approval by the City of the Construction Work or documents shall relieve Contractor of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Construction Work. Approval by any governmental or other regulatory agency or other governing body of any Construction Work, Design Documents, or

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Contract Documents shall not relieve Contractor of responsibility for the strict performance of its obligations under the Contract. Payment by the City pursuant to the Contract shall not constitute a waiver of any of the City's rights under the Contract or at law, and Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City.

8. The City's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Contractor under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

9. The City shall furnish to Contractor, prior to the execution of each Job Order, any and all written and tangible material knowingly in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the City does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, and shall have no liability therefore. If Contractor requests in writing, the City shall also furnish surveys, legal limitations, and utility locations (if known), and a legal description of the Project site.

10. The City shall obtain all easements required for construction, and shall pay for necessary assessments and charges required for use and occupancy of the Construction Work. Contractor shall render such assistance as the City may request in obtaining such easements, certificates of occupancy, and the like.

11. In the event Contractor fails or refuses to perform the Construction Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, the City may, at its option, instruct Contractor to cease and desist from performing further Construction Work, or any part thereof. Upon receipt of such instruction from the City in writing, Contractor shall immediately cease and desist as instructed by the City and shall not proceed further until the cause for the City's instructions has been corrected, no longer exists, or the City instructs that the Construction Work may resume.

12. In the event the City issues such instructions to stop Construction Work, and in the further event that Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the City that the cause of such instructions will be eliminated or corrected, then the City shall have the right to carry out the Construction Work with its own forces, or with the forces of other contractors, and Contractor shall be fully responsible for the costs incurred in correcting any defective or deficient Construction Work. The rights set forth in Article 11, Paragraph 11 and

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this Article 11, Paragraph 12 are in addition to, and without prejudice to, any other rights or remedies the City may have against Contractor, including the rights to terminate or withhold payment as provided herein.

ARTICLE 12
JOB ORDER (PROJECT) DOCUMENTATION

1. Contractor shall maintain and protect all records relating in any manner whatsoever to the Project (the "Project Records") for no less than four (4) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.

2. All Project Records which are in the possession of Contractor or Contractors Subcontractors shall be made available to the City for inspection and copying upon the City's request at any time. Additionally, such records shall be made available upon request by the City to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, Submittals, correspondence, logs, minutes, memoranda, photographs, audio or video recordings, or other writings or things which document the Project, its design, or its construction. Said records include those documents reflecting the cost of design and construction to Contractor.

ARTICLE 13
PERSONNEL, SUBCONTRACTORS AND SUPPLIERS

1. A "Subcontractor" means an entity which has a direct contract with Contractor to perform a portion of the Construction Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing any equipment and materials for the Project.

2. A "Supplier" means an entity providing only equipment or materials for the performance of the Construction Work.

3. Upon execution of this Contract, and at such later times as may be applicable, Contractor shall furnish the City, in writing, the names of persons or entities proposed by Contractor to act as Subcontractors on the Project. Contractor shall provide such information regarding such proposed Subcontractors as the City deems necessary. The City shall promptly reply to Contractor, in writing, stating any objections the City may have to such proposed Subcontractors ("disapproved Subcontractor"). With respect to this Contract and the subject matter hereto, Contractor shall not engage the services of or otherwise enter into a contract with a disapproved Subcontractor. Notwithstanding the foregoing, any consent or failure to reject a subcontractor by the City shall in no way relieve Contractor of any of its duties or warranties under this Contract.

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4. All subcontracts and purchase orders with Subcontractors shall afford Contractor rights against the Subcontractor which correspond to those rights afforded to the City against Contractor under this Contract, including those rights of Contract suspension, termination, and stop Construction Work orders as set forth in this Contract. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between the City and any Subcontractor of Contractor, and a provision to this effect shall be incorporated into all agreements between Contractor and its Subcontractors.

5. Should Contractor subcontract all or any part of the Construction Work, such subcontracting of the Construction Work shall not relieve Contractor from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Contractor shall be responsible for all and any acts, defaults, omissions or negligence of Contractor's subcontractors, suppliers, and contractors.

6. In accordance with Article 7, Paragraph 4 above, Contractor shall employ and assign only qualified and competent personnel to perform any service or task concerning the Project. Contractor shall designate one such person as the Project Contractor. Absent written instruction from Contractor to the contrary, the Project Contractor shall be deemed to be Contractor's authorized representative and shall be authorized to receive and accept any and all communications from the City. Key design and supervisory personnel assigned by Contractor to each Job Order will be provided at the time the contractor submits the RFP pricing package. The contractor shall conform to all requirements established in each Job Order RFP issued by the City.

7. If, at any time during the course of the Project, the City reasonably determines that the performance of any Subcontractor or any member of Contractor's staff construction working on the Project is unsatisfactory, the City's Representative may require Contractor to remove such Subcontractor or staff member from the Project immediately and replace the staff member at no cost or penalty to the City for delays or inefficiencies the change may cause.

ARTICLE 14
CHANGES AND EXTENSIONS OF TIME

1. Changes in the Design Services (if required) or the Construction Work under this Contract, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by the City without invalidating the Contract. Such changes shall be communicated by Change Order as applicable. Contractor shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the terms and conditions as set forth in this Contract/Job Order.

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2. All change orders, changes requested by Contractor, or extensions of Contract Time occurring during construction of the Project related to actual Construction Work shall be governed by the applicable provisions of this Contract/Job Order. All requests for additional compensation due to a change in the scope, and all requests for an extension of time to the Schedule, shall include sufficient backup documentation to reasonably understand the request and the amount of time or compensation requested and determines the merits of the request.

3. Upon the occurrence of a change order for Construction Work which increases the Cost of the Construction Work, the Construction Price will thereafter include such Cost of the Construction Work and Services attributable to such change to the extent allowed.

4. In the event the parties are unable to agree on the terms of a Change Order or Supplemental Agreement, then Contractor shall continue to diligently perform the Work, including any change directed by the City by Change Order or Supplemental Agreement, and shall keep thorough records of the cost of performance of such Change Order or Supplemental Agreement.

5. Contractor recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Contractor and the City and agrees that it shall at all times in good faith use its best efforts to advance the City's interests and agrees to perform the Work in the highest professional manner.

ARTICLE 15
CLAIMS BY CONTRACTOR

1. Claims by Contractor against the City are subject to the terms and conditions of this Article 15, and strict compliance herewith shall be a condition precedent to any liability of the City therefore.

2. All claims for additional compensation or additional time, regardless of their nature, when they occur, or whether they occur during the design or construction phase, shall be governed by the City of Buckeye Procurement Code.

3. Contractor shall provide, and continue to provide, to the City all such documentation, including cost and time records, as and when the City may request so that the City may evaluate Contractor's claim.

4. Contractor shall continue its performance under this Contract regardless of the existence of any claims submitted by Contractor against the City.

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5. In the event Contractor seeks to make a claim for an increase in the Construction Price, as a condition precedent to any liability of the City for any claim, Contractor shall strictly comply with the requirements of Paragraph 2 above and such notice shall be given by Contractor before proceeding to execute any alleged additional or changed Construction Work. Failure of the condition precedent to occur shall constitute a waiver by Contractor of any claim.

6. In connection with any claim by Contractor against the City for compensation in excess of the Construction Price, any liability of the City shall be strictly limited to the Cost of the Construction Work and Design Services if required as defined and allowed in this Contract and subsequent Job Orders and shall in no event include, indirect, consequential, impact or other costs, expenses or damages of Contractor or its Subcontractors. The City shall not be liable to Contractor for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which the City would not be liable to Contractor under the terms of the Contract. As a condition precedent to the City's liability to Contractor for any loss or damage resulting from claims of third parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Contractor and such claims must have been submitted to the City by Contractor in strict compliance with all the requirements of this Article. The City shall not be liable to Contractor for claims of third parties including Subcontractors, unless and until the liability of Contractor has been established in a court of competent jurisdiction.

7. The resolution of any claim under this Article shall be reflected by a Change Order or Supplemental Agreement executed by the City and Contractor.

ARTICLE 16
UNCOVERING AND CORRECTING CONSTRUCTION WORK

1. If any of the Construction Work is covered, concealed or obscured contrary to the written request of the City, or contrary to any provision of the Contract, said Construction Work shall, if required by the City, be uncovered for inspection and shall be properly replaced at Contractor's expense without change in the Contract Time.

2. If any of the Construction Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 1 above, it shall, if required by the City, be uncovered for inspection. If such Construction Work conforms strictly to the Contract, the cost of uncovering and proper replacement shall be charged to the City. If such Construction Work does not strictly conform to the Contract, Contractor shall pay the cost of uncovering and proper replacement.

3. Contractor shall immediately proceed to correct Construction Work rejected by the City as defective or failing to conform to the Contract. Contractor shall pay all costs

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and expenses associated with correcting such rejected Construction Work, including any additional testing and inspections made necessary thereby.

4. In addition to its warranty obligations set forth elsewhere herein, Contractor shall be specifically obligated to correct at its cost and expense any and all defective or nonconforming Construction Work for a period of twelve (12) months following Final Completion upon written direction from the City. This obligation shall survive final payment by the City and termination of the Contract.

5. Nothing contained in Paragraph 4 shall establish any period of limitation with respect to other obligations which Contractor has under the Contract. Establishment of the one-year time period in Paragraph 4 above relates only to the duty to Contractor to specifically correct the Construction Work.

6. The City may, but shall in no event be required to, choose to accept defective or nonconforming Construction Work. In such event, the Contract Price shall be reduced by the reasonable costs of removing and correcting the defective or nonconforming Construction Work. The City shall be entitled to a reduction in the Construction Price regardless of whether the City has, in fact, removed and corrected such defective Construction Work. If the unpaid balance of the Construction Price, if any, is insufficient to compensate the City for the acceptance of defective or nonconforming Construction Work, Contractor shall, upon written demand from the City, pay the City such additional compensation for accepting defective or nonconforming Construction Work.

ARTICLE 17
SUSPENSION AND TERMINATION

1. The City may for any reason whatsoever suspend performance under the Contract. The City shall give written notice of such suspension to Contractor specifying when such suspension is to become effective.

2. From and upon the effective date of any Suspension ordered by the City, Contractor shall incur no further expense or obligations in connection with this Contract and Contractor shall cease its performance. Contractor shall also, at the City's direction, either suspend or assign to the City any of its open or outstanding subcontracts or purchase orders.

3. In the event the City directs a suspension of performance under this Article 17, through no fault of Contractor, and provided Contractor submits a proper claim as provided in this Contract, the City shall pay Contractor as full compensation for such suspension Contractor's reasonable costs, actually incurred and paid, of:

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(a) Demobilization and remobilization, including such costs paid to Subcontractors
(b) Preserving and protecting Construction Work in place;
(c) Storage of materials or equipment purchased for the Project, including Insurance.
(d) Performing in a later, or during a longer, time frame than that contemplated by this contract.

4. If the City lifts the suspension it shall do so in writing and Contractor shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Contractor has exercised its right of termination as provided herein.

5. The City reserves the right, for any reason whatsoever (including, but not limited to, the City's failure to appropriate funding for this Contract), or without reason, terminate performance under the Contract by Contractor for convenience. The City shall give thirty (30) calendar days advance written notice of termination for convenience to Contractor. Contractor shall incur no further obligations in connection with the Contract and Contractor shall stop Work when such termination becomes effective. Contractor shall also, at the City's direction, either terminate or assign to the City outstanding orders and subcontracts. Contractor shall settle the liabilities and claims arising out of any terminated subcontracts and orders. The City may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee. Contractor shall transfer title and deliver to the City such completed or partially completed Design Documents (if any), Construction Work and materials, equipment, parts, fixtures, information and Contract rights as Contractor has.

6. When terminated for convenience, Contractor shall be compensated as follows:

(a) Contractor shall submit a termination claim to the City specifying the amounts believed to be due because of the termination for convenience together with costs, pricing or other data required by the City. If Contractor fails to file a termination claim within three (3) months from the effective date of termination, the City shall pay Contractor an amount derived in accordance with Subparagraph (c) below;
(b) The City and Contractor may agree to the compensation, if any, due to Contractor under this paragraph;
(c) Absent agreement to the amount due to Contractor, the City shall pay Contractor, as full compensation for termination for convenience, the following amounts:

(i) the Cost of the Construction Work and Services, as defined and allowed by to the extent incurred or paid prior to receipt by Contractor of the notice of termination;
(ii) such portion of Work which is completed and unpaid as of the date of receipt by Contractor of the notice of termination; and

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(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders hereinabove. These costs shall not include amounts paid in accordance with other provisions of this Contract. In no event shall Contractor be entitled to recover lost profits or other incidental or consequential damages from the City on account of a termination for convenience, or an erroneous termination for cause as described below.

7. If Contractor does not perform the Construction Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then the City may by written notice to Contractor, without prejudice to any other right or remedy against Contractor or others, terminate the performance of Contractor and take possession of the Project site and of all materials and equipment at the site and may finish the Construction Work by whatever methods it may deem expedient. In such cases, Contractor shall not be entitled to receive any further payment until the Construction Work is finished.

8. In the event the employment of Contractor is terminated by the City for cause and it is subsequently determinedly a court or other tribunal of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Paragraph and the provisions of this Paragraph regarding compensation shall apply.

ARTICLE 18
INDEMNITY

1. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold the City, its elected officials, officers, agents and employees, harmless for, from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent, grossly negligent or strictly liable act or omission of Contractor, its officers, agents, or employees, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its elected officials, officers, agents, employees or separate contractors. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

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ARTICLE 19
INSURANCE AND BONDS

See *Exhibit C.*

ARTICLE 20
CANCELLATION UNDER A.R.S. § 38-511

1. This Contract may be cancelled pursuant to the terms of Arizona Revised Statutes Section 38-511 as amended.

ARTICLE 21
GIFT TO PUBLIC SERVANT

1. The City may terminate this Contract immediately if Contractor has offered, conferred, or agreed to confer any benefit upon a City of Buckeye employee or official that the City of Buckeye employee or official is prohibited by law from accepting.

2. For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

3. Notwithstanding any other legal remedies, the City may require Contractor to remove any employee of Contractor from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made to Contractor as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

ARTICLE 22
NONDISCRIMINATION

1. As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any work under this Contract, Contractor, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of the City, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

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2. Subject to existing law, and regulations, illegal or undocumented persons will not be employed by the Contractor for any work or services to be performed pursuant to this contract. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract. Contractor shall notify the City upon the selection and agreement with any sub-contractor, and shall notify the City prior to any subcontractor being on site doing work. Contractor agrees to comply with the provisions of section 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act ("INA") (8 U.S.C.1324a(a)(1)(A), 1324a(a)(2)) (the "INA employment provisions"), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented persons. Under the terms of this agreement, the Contractor shall not knowingly hire or employ for any work performed pursuant to this contract any workers or employees not lawfully authorized to work in the United States under the provisions of the INA or any other applicable federal or state laws. Violation of the provisions of this Article 22 shall be deemed a material breach of this Contract.

ARTICLE 23
MISCELLANEOUS PROVISIONS

1. This Contract shall be governed by the laws and court decisions of the State of Arizona. This Contract is performed in Maricopa County, Arizona, and exclusive venue for the enforcement of rights or legal obligations under this Contract shall be in Maricopa County, Arizona.

2. This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective successors and, except as otherwise provided in this Contract, their assigns.

3. Contractor shall not assign this Contract, or any part of this Contract, without prior written consent of the City.

4. All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five days after mailing.

If intended for the City, to:

William Kauppi
Chief Financial Officer, Finance
City of Buckeye
530 E. Monroe Ave.
Buckeye, Arizona 85326
Phone: 623.349.6225

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If intended for Contractor, to:

M. R. Tanner Development and Construction, LLC
Josh Skinner, JOC Account Manager
1327 W. San Pedro Street
Gilbert, Arizona 85233
Phone: 480.633.8500
Email: jskinner@mrtanner.com

5. No information relative to the existence or the details of the Design Services or the Construction Work shall be released by Contractor, either before or after completion of the Project, for publication, advertising or any commercial purposes without the City's prior written consent.

6. In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

7. This Contract, with all Exhibits and incorporated or referenced attachments, and any Job Order, together with Contractor's and Surety's performance and payment bonds for the Project, constitute the entire and exclusive agreement between the City and Contractor with reference to the Project. This Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.

8. If the City Council does not appropriate funds to continue this Contract or any Job Order into a subsequent fiscal year, and pay for charges hereunder or under any current Job Order for a Project that extends into a new fiscal year, the City may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Contractor at least thirty (30) days prior to any termination for a lack of funds and will pay to the Contractor all approved charges incurred prior to Contractor's receipt of such notice, subject to the availability of funds therefore.

9. Cooperative Purchasing- Specific eligible political subdivisions and nonprofit educational or health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be

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the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

ARTICLE 24
E-VERIFY

1. E-Verify Requirements. To the extent applicable under Ariz. Rev. Stat. §41-4401, Contractor and its subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Ariz. Rev. Stat. §23-214(A). The Contractor or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

2. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the City. The Contractor and its subcontractors shall cooperate with the City's random inspections including granting the City's entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

ARTICLE 25
ISRAEL

1. To the extent required by applicable law, pursuant to Arizona Revised Statute § 35-393.01, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel, or any entity that does business in Israel or any territories controlled by Israel.

[SIGNATURE PAGE TO FOLLOW]

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THEREFORE, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names this September 03, 2024.

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

CONTRACTOR:

M. R. TANNER DEVELOPMENT AND CONSTRUCTION, LLC, an Arizona limited liability company

Chad Montoya, Vice President

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAA1wOEuOgowakDJF5apyd(4ZFkza1RM_an

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EXHIBIT A
TO
JOB ORDER CONTRACT FOR
STREET MAINTENANCE
BETWEEN
CITY OF BUCKEYE
AND
M. R. TANNER DEVELOPMENT AND CONSTRUCTION, LLC

[CONTRACTOR'S STATEMENT OF QUALIFICATIONS (SOQ)]
SEE FOLLOWING PAGES

ALL EXHIBITS ARE ON FILE IN THE OFFICE OF THE CITY CLERK

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MR TANNER CONSTRUCTION

BUCKEYE AZ

REQUEST FOR QUALIFICATIONS (RFQ: 2024193)
JOB ORDER CONTRACTING (JOC) GENERAL:

CATEGORY 1: Street Maintenance

Pave, Patch & Mill Projects / Sealing Applications Projects

June 17, 2024





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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

MR TANNER DEVELOPMENT AND CONSTRUCTION, LLC.
STREET MAINTENANCE SERVICES

EXHIBIT B
JOB ORDER NO. 1

See the following pages.

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TOWN OF PARADISE VALLEY
JOB ORDER CONTRACTING AGREEMENT
WITH
MR TANNER DEVELOPMENT AND CONSTRUCTION, LLC.

JOB ORDER NO. 1

STREET MAINTENANCE

This Job Order No. 1 (this "**Job Order**") is entered into on this 26 day of June, 2025 (the "**Effective Date**") by and between the Town of Paradise Valley, an Arizona municipal corporation (the "**Town**") and M.R. Tanner Development and Construction, LLC, an Arizona Limited liability company whose principal place of business is located at 1327 W. San Pedro Street, Gilbert, AZ 85233 (the "**Contractor**"). This Job Order is subject to and governed by the terms and conditions of the City of Buckey Contract No. 2025081 (the "**Base Agreement**") and of Town of Paradise Valley Linking Agreement for Cooperative Purchase No. CON-25-031-PBW (the "**Agreement**").

ARTICLE 1
Scope of Work

The Contractor shall furnish all labor, materials, and equipment, as more fully set forth in the proposal document titled "Paradise Valley Pavement Maintenance 2025 2 Inch 40th Street" and dated January 16, 2025, which is attached hereto as **Attachment 1** and incorporated as if fully set forth herein (the "**Work**"), as set forth in the Plans and Specifications, which are attached hereto as **Attachment 2** and incorporated as if fully set forth herein (the "**Project**").

ARTICLE 2
Schedule of Completion

The Contractor shall commence work within 10 days from issuance by the Town of a Notice to Proceed and shall complete the Work within ninety (90) calendar days. In view of the difficulty or impossibility of determining the Town's damages from delay, should the Contractor fail to achieve Substantial Completion within the above number of calendar days, as may be extended by any Town-approved Change Orders, the Contractor agrees to pay and will pay to the Town, in addition to all other sums owed pursuant to the Agreement, the sum of $280 for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the cost of the Work as it becomes due. Should liquidated damages exceed the cost of the Work due or to become due, then the Contractor shall pay the Town the difference within three days of receipt of written demand.

ARTICLE 3
Cost of the Work

The Contractor shall complete the work for the prices set forth in **Attachment 1**. The total cost to complete the Work under this Job Order shall not exceed $1,742,906.70.

ARTICLE 4
Bonds

Payment and Performance Bonds are required for this Project and are attached hereto as **Attachment 3** and incorporated as if fully set forth herein.

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ARTICLE 5
Additional Terms

This Job Order is subject to the terms and conditions of the Agreement and the Base Agreement and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Job Order, the Contractor certifies its compliance with A.R.S. § 35-393.01.

To the extent applicable under A.R.S. § 35-394, the Contractor certifies that it does not, and will not for the duration of the Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

In the event of any conflict or discrepancy between the terms of this Job Order, the Agreement, the Base Agreement, **Attachment 2** to this Job Order, and **Attachment 1** to this Job Order, the documents shall govern in that order.

ARTICLE 6
Attachments

This Job Order includes and incorporates the following Attachments:

Attachment 1 – Proposal
Attachment 2 – Plans and Specifications
Attachment 3 – Payment and Performance Bonds

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

DocuSigned by:
Andrew Ching
5B8E4040A9944A3...
Andrew Ching, Town Manager

M.R. Tanner Development and Construction LLC
an Arizona limited liability company:

By: _____

Name: Chad Montoya

Title: Vice President

ATTEST:

DocuSigned by:
Duncan Miller
FD56FF67A95043D...
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Signed by:
6C9F79CECF0C427...
Andrew J. McGuire, Town Attorney

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

ATTACHMENT 1
TO
JOB ORDER NO. ONE

Proposal – Paradise Valley Pavement Maintenance 2025 2 inch 40 ST (1.16.25)

See the following page.

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M.R. TANNER CONSTRUCTION

1327 W. SAN PEDRO STREET GILBERT, AZ 85233

To:	PARADISE VALLEY, TOWN OF	**Contact:**	Chris Martinez
Address:	PUBLIC WORKS	**Phone:**	
	PARADISE VALLEY, AZ 85253-4399	**Fax:**	
Project Name:	PARADISE VALLEY PAVEMENT MAINTENANCE 25/26 BUDGET PROPOSAL	**Bid Number:**	
Project Location:		**Bid Date:**	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
SECTION 2 (REMAINING AFTER 6.30.25)				
CRACK FILL	422,163.00	LF	$0.25	$105,540.75
PMM	94,550.00	SY	$1.50	$141,825.00
STRIPING	1.00	LS	$5,000.00	$5,000.00
TRAFFIC CONTROL	15.00	DY	$1,750.00	$26,250.00
Total Price for above SECTION 2 (REMAINING AFTER 6.30.25) Items:				**$278,615.75**
1/2 SECTION 6 (REMAINING TO BE DEFERRED TO FY 26/27)				
2" MILLING	105,000.00	SY	$2.50	$262,500.00
2" AC CAP (1/2" PMTR)	105,000.00	SY	$20.00	$2,100,000.00
PRELOWER UTILITIES	145.00	EACH	$490.00	$71,050.00
ADJUST MANHOLE	70.00	EACH	$700.00	$49,000.00
ADJUST WATER VALVE	75.00	EACH	$670.00	$50,250.00
SURVEY MONUMENT 120-1B	12.00	EACH	$290.00	$3,480.00
TRAFFIC CONTROL ALLOWANCE	1.00	LS	$86,000.00	$86,000.00
POLICE OFFICERS	1.00	LS	$67,000.00	$67,000.00
Total Price for above 1/2 SECTION 6 (REMAINING TO BE DEFERRED TO FY 26/27) Items:				**$2,689,280.00**
TATUM BLVD				
MICROSEAL	113,560.00	SY	$5.33	$605,274.80
TRAFFIC CONTROL	33.00	DY	$1,750.00	$57,750.00
STRIPING	1.00	LS	$73,970.00	$73,970.00
Total Price for above TATUM BLVD Items:				**$736,994.80**
SCOTTSDALE ROAD				
3" MILLING	15,500.00	SY	$3.00	$46,500.00
3" AC CAP (1/2" PMTR)	15,500.00	SY	$24.00	$372,000.00
PRELOWER UTILITIES	18.00	EACH	$490.00	$8,820.00
ADJUST MANHOLE	6.00	EACH	$700.00	$4,200.00
ADJUST WATER VALVE	4.00	EACH	$670.00	$2,680.00
SURVEY MONUMENT 120-1A	2.00	EACH	$800.00	$1,600.00
SAWCUT/REMOVE CONCRETE/AC	1,420.00	SF	$30.00	$42,600.00
SAWCUT/REMOVE CURB AND GUTTER	50.00	LF	$35.00	$1,750.00
SIDEWALK/RAMPS	1,225.00	SF	$30.00	$36,750.00
VALLEY GUTTER & CONCRETE APRON	375.00	SF	$35.00	$13,125.00

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Item Description	Estimated Quantity	Unit	Unit Price	Total Price
CURB & GUTTER	50.00	LF	$40.00	$2,000.00
TRAFFIC CONTROL ALLOWANCE	1.00	LS	$62,000.00	$62,000.00
POLICE OFFICERS	1.00	LS	$43,000.00	$43,000.00
			Total Price for above SCOTTSDALE ROAD Items:	**$637,025.00**

Total Bid Price: **$4,341,915.55**

Notes:

- PROJECT DESCRIPTION: PROVIDE PAVEMENT MAINTENANCE SERVICES ON THE LOCATIONS DESCRIBED ABOVE. PRICING INCLUDES ALL LABOR AND MATERIAL TO PREP, CLEAN CRACKS AND PAVEMENT TO INSTALL CRACK SEAL, PMM (SEALCOAT) TO THE ROADWAYS. ALSO INCLUDES THE SAME FOR TYPE II MICROSEAL. ALSO INCLUDES STRIPING OF THE SAME.
- CONTRACT TERMS AND CONDITIONS BASED ON BUCKEYE CONTRACT NO. 2025081.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: Town of Paradise Valley

DocuSigned by:

Signature: Andrew Ching

5B8E6040A9420...

Date of Acceptance: 6/26/2025

CONFIRMED:

M.R. TANNER DEVELOPMENT & CONSTRUCTION, LLC.

Authorized Signature:

Estimator: Chad Montoya
480-633-8500 cmontoya@mrtanner.com

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

ATTACHMENT 2
TO
JOB ORDER NO. ONE

PLANS AND SPECIFICATIONS

See the following page(s).

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

PV STREETS MAINTENANCE MATERIALS & SPECS

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

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Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

City of Phoenix Mix Design

Low Volume ½" Conventional Asphalt

The Public Works Department currently uses City of Phoenix ½" Low Volume Mix Design for our residential and collector streets. It was designed to uphold the valley's extreme temperatures. The ½" aggregate prevents less voids in the asphalt which helps reduce traffic noise.

- Require a full mill at a depth of 1 ½"
- Pave back 1 ½" of City of Phoenix, Low Volume asphalt

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

City of Phoenix
Design and Construction Management
Materials Lab
2018 Approved Conventional Asphalt Mix Designs

The following mix designs have been approved by the City of Phoenix Materials Lab for use on all City of Phoenix projects:

PLANTS	Dispatch Phone	A-1 1/2" 4.3% (Mix Design Date)	C-3/4" 5.0% HV (Mix Design Date)	C-3/4" 5.5% LV (Mix Design Date)	D-1/2" 5.1% HV (Mix Design Date)	D-1/2" 5.6% LV (Mix Design Date)
Hanson #34 Higley	602-685-3450	AZ3425PH (1/22/2017)	AZ3419PH (1/10/2018)	AZ3419PL (1/10/2018)	AZ3412PH (1/10/2018)	AZ3412PL (1/10/2018)
Hanson #35 (51st Ave)		AZ3525PH (1/10/2018)	AZ3519PH (1/10/2018)	AZ3519PL (1/10/2018)	AZ3512PH (1/10/2018)	AZ3512PL (1/10/2018)
Southwest Asphalt #4 El Mirage	602-268-9011	452CH (1/23/2018)	432CH (1/23/2018)	432DH (1/23/2018)	422CH (1/23/2018)	422DH (1/23/2018)
Southwest Asphalt #10 New River		152CH (1/23/2018)	132CH (1/23/2018)	132DH (1/23/2018)	122CH (1/23/2018)	122DH (1/23/2018)
*Vulcan Gomez (5223-221)	602-254-0081	18151G (2/20/2018)	28151G (2/20/2018)	28152G (2/20/2018)	38151G (2/20/2018)	38152G (2/20/2018)
*Vulcan 19th Ave (5224-211)		18151H (2/20/2018)	28151H (2/20/2018)	28152H (2/20/2018)	38151H (2/20/2018)	38152H (2/20/2018)
*Vulcan #117 West 43rd Ave (5182-211)		18151D (3/12/2018)	28151D (3/12/2018)	28152D (3/12/2018)	38151D (3/12/2018)	38152D (3/12/2018)
*Vulcan #130 Sun City (5180-211)		18151S (5/15/2018)	28151S (5/15/2018)	28152S (5/15/2018)	38151S (5/15/2018)	38152S (5/15/2018)
*Vulcan West Broadway (5184-211)		18151W (4/18/2018)	28151W (4/18/2018)	28152W (4/18/2018)	38151W (4/18/2018)	38152W (4/18/2018)
*Solterra Materials, LLC	480-895-3555		S18-2-6H (8/10/2018)	S18-2-6L (8/10/2018)	S18-2-8H/S18-2-7H (9/12/2018)	S18-2-8L/S18-2-7L (9/12/2018)

*For **ALL** Vulcan & Solterra Materials Mix Designs, verify the oil supplier from the ticket and specify which oil supplier is being utilized in the daily report. Note the oil supplier on the City of Phoenix sample card.

AREAS HIGHLIGHTED IN YELLOW
IS PHOENIX LOW VOLUME 1/2" MIX DESIGN

Updated 10/16/2018

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Rubberized Asphalt Mix Design

Rubberized asphalt is used on the Town's major arterials. Rubberized asphalt roads require little to no maintenance over the life span of the asphalt and reduces traffic noise by 10-15 decibels less than standard conventional asphalt.

- Require a full mill at a depth of 1 ½"
- Pave back 1 ½" of ½" High Volume Rubberized asphalt

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

City of Phoenix
Design and Construction Management
Materials Lab
2018 Approved Polymer Modified Asphalt Rubber (PMAR) Mix Designs

The following mix designs have been approved by the City of Phoenix Materials Lab for use on all City of Phoenix projects:

PLANTS	Dispatch Phone	TR 6.0% HV (Mix Design Date)	TR 6.2% LV (Mix Design Date)	TR 5.7% (Mix Design Date)		
Hanson #34 Higley	602-685-3450	AZ3412TRPH (1/10/2018)	AZ3412TRPL (1/10/2018)			
Hanson #35 (51st Ave)		AZ3512TRPH (2/5/2018)	AZ3512TRPL (2/5/2018)	AZ3512TR (8/30/2018)		
Southwest Asphalt #4 El Mirage	602-268-9011	422CT (3/7/2018)	422DT (3/7/2018)			
Southwest Asphalt #1 New River		122CT (3/7/2018)	122DT (3/7/2018)			
*Vulcan Gomez (5223-211)	602-254-0081					
*Vulcan 19th Ave (5224-211)		38643H (2/2/2018)	38644H (2/2/2018)			
*Vulcan #117 West 43rd Ave(5182-211)		38643D (2/2/2018)				
*Vulcan #130 Sun City (5180-211)						
*Vulcan W. Broadway Plant (5184-211)						
Solterra Materials, LLC	480-895-3555			S18-2-10 (10/9/2018)		

*For **ALL** Vulcan Materials Mix Designs, verify the oil supplier from the ticket and specify which oil supplier is being utilized in the daily report. Note the oil supplier on the City of Phoenix sample card.

AREAS HIGHLIGHTED IN YELLOW
IS ASPHALTIC RUBBER HIGH VOLUME MIX DESIGN

Updated: 7/12/18

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

East Valley Asphalt Committee (EVAC)

Approved Conventional Mix Designs

Low Volume ½" Conventional Asphalt

The Public Works Department currently uses EVAC Approved mix designs for ½" Low Volume for our residential and collector streets, see highlighted product codes in tables below of mixes used on Town owned streets. It was designed to uphold the valley's extreme temperatures. The ½" aggregate prevents less voids in the asphalt which helps reduce traffic noise.

- Require a full mill at a depth of 1 ½" – 2"
- Pave back 1 ½" (up to 2") of ½"Low Volume asphalt

Updated 1-28-2025

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

EVAC

East Valley Asphalt Committee

Conventional Mixes

2023-2024 Approved Asphalt Mix Designs

Mixes Highlighted in Red are Only Approved for Use in the City of Scottsdale

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Martin Marietta	34 (Coolidge)	1/2" PG 70-10	AZ3412ER	5.7	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	1/2" PG 70-10 15% RAP	AZ3412ERRAP	5.80	5/31/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	1/2" PG 70-10	AZ3412SPEA-2024	6.2	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 70-10	AZ3419ER	5.1	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 70-10 15%RAP	AZ3419ERRAP	5.60	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 70-10	AZ3419SPEA-2024	6.0	6/5/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 70-10	AZ3512ER-2023	5.7	2/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	1/2" PG 70-10	AZ3512SPEA-2024	5.8	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	3/4" PG 70-10	AZ3519ER-2023	5.3	2/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	3/4" PG 70-10	AZ3519SPEA-2024	5.4	1/29/2024	HF Sinclair
Solterra	1 (Coolidge)	1/2" PG 70-10	S24-1-10W	5.1	8/15/2024	Western

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Solterra	1 (Coolidge)	3/4" PG 70-10 15% RAP	S24-1-13W	5.1	8/19/2024	Western
Solterra	1 (Coolidge)	1/2" PG 70-10 15% RAP	S24-1-14W	5.1	8/19/2024	Western
Solterra	1 (Coolidge)	3/4" PG 70-10	S24-1-1W	5.0	8/22/2024	Western
Solterra	1 (Coolidge)	1/2" PG 70-10	S24-1-2W	5.3	8/22/2024	Western
Solterra	1 (Coolidge)	3/4" PG 70-10	S24-1-9W	5.1	8/15/2024	Western
SW Asphalt	10 (New River)	1/2" PG 70-10	121AH	5.3	1/10/2023	HF Sinclair
SW Asphalt	10 (New River)	1/2" PG 70-10	121DH	5.3	1/10/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 70-10	131AH	5.0	1/10/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 70-10	131DH	5.0	1/10/2023	HF Sinclair
SW Asphalt	2 (Florence)	1/2" PG 70-10	221AH	5.3	1/10/2023	Wright
SW Asphalt	2 (Florence)	1/2" PG 70-10	221DH	5.3	1/10/2023	Wright
SW Asphalt	2 (Florence)	3/4" PG 70-10	231AH	5.0	1/10/2023	Wright
SW Asphalt	2 (Florence)	3/4" PG 70-10	231DH	5.0	1/10/2023	Wright
SW Asphalt	3 (Queen Creek)	1/2" PG 70-10	321AH	5.3	1/10/2023	Wright
SW Asphalt	3 (Queen Creek)	1/2" PG 70-10	321DH	5.5	1/10/2023	Wright

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
SW Asphalt	3 (Queen Creek)	3/4" PG 70-10	331AH	5.0	1/10/2023	Wright
SW Asphalt	3 (Queen Creek)	3/4" PG 70-10	331DH	5.3	1/10/2023	Wright
SW Asphalt	4 (El Mirage)	1/2" PG 70-10	421AH	5.3	1/10/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	1/2" PG 70-10	421DH	5.3	1/10/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 70-10	431AH	5.0	1/10/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 70-10	431DH	5.0	1/10/2023	HF Sinclair
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	231517Q	4.8	12/21/2022	Marathon
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	231517Q	4.8	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	271518Q	5.1	1/24/2023	Marathon
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	271518Q	5.1	1/24/2023	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	331517Q	5.3	12/21/2022	Marathon
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	331517Q	5.3	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	371518Q	5.4	1/24/2023	Marathon
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	371518Q	5.4	1/24/2023	Wright
Vulcan	5180 (Sun City)	3/4" PG 70-10	231517S	4.6	1/3/2023	Wright

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

East Valley Asphalt Committee (EVAC)

Approved Modified Mix Designs

½" PG 76-22 PMTR (Polymer Modified Tire Rubber)

Rubberized asphalt is used on the Town's major arterials, see highlighted product codes in tables below of mixes used on Town owned streets. PMTR reduces maintenance costs over the life span of the asphalt and reduces traffic noise by 10-15 decibels less than standard conventional asphalt. The tire rubber helps increase tensile strength in the asphalt.

- Require a full mill at a depth of 1 ½" – 3"
- Pave back 1 ½" (up to 3") of ½"PMTR Rubberized asphalt

Updated 1-28-2025

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

EVAC

East Valley Asphalt Committee
Modified Mixes

2023-2024 Approved Asphalt Mix Designs

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Martin Marietta	34 (Coolidge)	1/2" PG 76-22 PMTR	AZ3412PMH-2024	6.2	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 76-22 PMTR	AZ3419PMH-2024	6.2	6/5/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 76-22 PMTR 15% RAP	AZ3512PMH15-2024	6.3	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 76-22 PMTR	AZ3512PMH-2024	6.2	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 70-16 TR	AZ3512TRH-2024	6.2	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	3/4" PG 76-22 PMTR 15% RAP	AZ3519PMH15-2023	6.2	2/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	3/4" PG 76-22 PMTR	AZ3519PMH-2023	6.2	1/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	3/4" PG 76-22 PMTR	AZ3519PMH-2024	6.2	4/8/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	3/4" PG 70-16 TR	AZ3519TRH-2023	5.8	2/18/2023	Holly Frontier
Solterra	1 (Coolidge)	3/4" PG 76-22 PMTR	S24-1-3R	6.2	8/12/2024	Wright
Solterra	1 (Coolidge)	3/4" PG 76-22 PM	S24-1-3W	6.2	9/13/2024	Western

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Solterra	1 (Coolidge)	1/2" PG 76-22 PMTR	S24-1-4R	6.2	8/12/2024	Wright
Solterra	1 (Coolidge)	1/2" PG 76-22 PM	S24-1-4W	6.2	9/13/2024	Western
Solterra	1 (Coolidge)	3/4" PG 70-16 TR	S24-1-5R	5.8	8/12/2024	Wright
Solterra	1 (Coolidge)	1/2" PG 70-16 TR	S24-1-6R	5.8	8/12/2024	Wright
SW Asphalt	10 (New River)	1/2" PG 76-22 PMTR	121ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	10 (New River)	1/2" PG 70-16 TR	121AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 76-22 PMTR	131ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 70-16 TR	131AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	2 (Florence)	1/2" PG 76-22 PMTR	221ARW	6.2	11/13/2023	Wright
SW Asphalt	2 (Florence)	1/2" PG 70-16 TR	221AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	2 (Florence)	3/4" PG 76-22 PMTR	231ARW	6.2	11/13/2023	Wright
SW Asphalt	2 (Florence)	3/4" PG 70-16 TR	231AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	3 (Queen Creek)	1/2" 76-22 PMTR	321ARW	6.2	11/13/2023	Wright
SW Asphalt	3 (Queen Creek)	1/2" PG 70-16 TR	321AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	3 (Queen Creek)	3/4" PG 76-22 PMTR	331ARW	6.2	11/13/2023	Wright

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
SW Asphalt	3 (Queen Creek)	3/4" PG 70-16 TR	331AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	1/2" PG 76-22 PMTR	421ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	1/2" PG 70-16 TR	421AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 76-22 PMTR	431ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 70-16 TR	431AXH	5.8	11/13/2023	HF Sinclair
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR	236417Q	6.2	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR	236417Q	6.2	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	3/4" PG 70-16 TR	236617Q	5.8	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	3/4" PG 70-16 TR	236617Q	5.8	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR 15% RAP	256417Q	6.0	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR 15% RAP	256417Q	6.0	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	1/2" PG 76-22 PMTR	336417Q	6.2	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 76-22 PMTR	336417Q	6.2	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	1/2" PG 70-16 TR	336617Q	5.8	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 70-16 TR	336617Q	5.8	12/21/2022	Holly Frontier

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

High Density Mineral Bond

(Preferred treatment for utility companies)

Polymer Modified Master (PMM) Seal is the type of High Density Mineral Bond used by the Public Works Department. PMM reduces oxidative damage from moisture and UV rays from the Sun. PMM helps reduce asphalt cracking and helps extend the life cycle of the asphalt.

- Ambient and surface temperature must be at least 55 degrees or higher
- Application rate for PMM .14 - .18 gallons/square yard per coat
- Two coats of PMM are required
- Do not apply if rain is forecast within 24 hours

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

High Density Mineral Bond

APPLICATION RATES:

The recommended application rates for **PMM** are .14-.18 gallons/square yard per coat. Application rates may be adjusted depending on the pavement condition, traffic volume and other factors.

MIX DESIGN:

PMM assures factory quality control specifications at the jobsite eliminating the need for contractor addition of water and other additives. Additional aggregate may be added by the contractor to meet specific job requirements based on pavement surfaces, traffic volume, etc.

SURFACE PREPARATION:

Pavement must be free of loose and embedded dirt, dust, vegetation and other foreign material. If traditional cleaning methods are not effective a power washer or tack coat of asphalt emulsion diluted 1:4 with water may be used. Structural repairs should be made and cracks 1/4" and larger
Should be sealed with approved crack sealant material. All grease and oil spots should be treated with PrepSeal or PetroSeal.

APPLICATION EQUIPMENT:

PMM may be applied by hand spray / squeegee, mechanical spray tankers or squeegee machines. Application units should be equipped with mechanical agitation systems to maintain the consistency of the material during the Application, or to mix additional aggregate if needed.

TEST PROPERTIES	TEST METHOD	SPECIFICATION
EMULSION:		
Uniformity	ASTM D 2939.04	PASS
Weight/gallon @ 77 deg. F	ASTM D 2939.07	10.5 lbs./gal.min
Residue by Evaporation (Solids), %	ASTM D 2939.08	50% min.
Asphalt Content by Weight, %	ASTM D 2939.21	17 min.
VOC Content by Volume, %	ASTM D 244-89	< 3%
Fine Aggregate and Mineral Filler Content by	Manufacture Certification	34% min.
Weight, %		
Polymer Content by Volume, %	Manufacture Certification	1.8%
PERFORMANCE BASED TESTING:		
Resistance to Heat (No sagging or slipping observed.)	ASTM D 2939.14	PASS
Resistance to Water (No blistering or re-emulsification.)	ASTM D 2939.15	PASS
Wet Flow, mm	ASTM D 2939.19	0
Direct Flame Test (No continued combustion after 10 sec. No slippage, run down or charred material observed.)	ASTM D 2939.20	PASS
Wet Film Continuity (Material was uniformly distributed; no signs of inconsistency.)	ASTM D 2939.22	PASS
Resistance to Kerosene (No leakage of kerosene, loss of adhesion or discoloration of tile.)	ASTM D 2939.25	PASS
Wet Track Abrasion Test (1 hr.) gms/sqft. loss	ASTM D 3910	< 15
Wet Track Abrasion Test (6 day) gms/sqft. loss	ASTM D 3910	< 15
FINE AGGREGATE SIEVE ANALYSIS:	MESH SIZE	% PASSING (+ or -2)
	40	100
	50	93
	70	80
	80	69
	120	49
	200	35
	325	2

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Liquid Road

(Heavier surface seal)

Liquid Road is a polymer-modified, fiber asphalt emulsion that is mixed with specially graded aggregate and is highly durable and slip resistant surface treatment.

- Ambient and surface temperature must be at least 55 degrees or higher
- Application rate for PMM .25 - .35 gallons/square yard per coat
- Two coats of PMM are required
- Do not apply if rain is forecast within 24 hours

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

APPLICATION RATES:

The recommended application rates for **Liquid Road** are .25-.35 gallons/square yard per coat. Application rates may be adjusted depending on the pavement condition, traffic volume and other factors.

MIX DESIGN:

Liquid Road assures factory quality control specifications at the jobsite eliminating the need for contractor addition of water and other additives. Additional aggregate may be added by the contractor to meet specific job requirements based on pavement surfaces, traffic volume, etc.

SURFACE PREPARATION:

Pavement must be free of loose and embedded dirt, dust, vegetation and other foreign material. If traditional cleaning methods are not effective a power washer or tack coat of asphalt emulsion diluted 1:4 with water may be used. Structural repairs should be made and cracks 1/4" and larger

Should be sealed with approved crack sealant material. All grease and oil spots should be treated with PrepSeal or PetroSeal.

APPLICATION EQUIPMENT:

Liquid Road shall be applied by mechanical squeegee/brush equipment. Equipment shall have continuous agitation or mixing capabilities to maintain homogenous consistency of **Liquid Road** and aggregate mixture throughout the application process. Truck mount or self- propelled squeegee/brush equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of **Liquid Road** into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

	TEST METHOD	SPECIFICATION
EMULSION:		
Uniformity	ASTM D 2939.04	PASS
Weight/gallon @ 77 deg. F	ASTM D 2939.07	11.0 lbs./gal.min
Residue by Evaporation (Solids), %	ASTM D 2939.08	55% min.
Asphalt Content by Weight, %	ASTM D 2939.21	15% min.
VOC Content by Volume, %	ASTM D 244-89	< 3%
Fine Aggregate and Mineral Filler Content by	Manufacture Certification	34% min.
Weight, %		
Polymer Content by Volume, %	Manufacture Certification	1.8%
PERFORMANCE BASED TESTING:		
Resistance to Heat (No sagging or slipping observed.)	ASTM D 2939.14	PASS
Resistance to Water (No blistering or re-emulsification.)	ASTM D 2939.15	PASS
Wet Flow, mm	ASTM D 2939.19	0
Direct Flame Test (No continued combustion after 10 sec. No slippage, run down or charred material observed.)	ASTM D 2939.20	PASS
Wet Film Continuity (Material was uniformly distributed; no signs of inconsistency.)	ASTM D 2939.22	PASS
Resistance to Kerosene (No leakage of kerosene, loss of adhesion or discoloration of tile.)	ASTM D 2939.25	PASS
Wet Track Abrasion Test (1 hr.) gms/sqft. loss	ASTM D 3910	< 15
Wet Track Abrasion Test (6 day) gms/sqft. loss	ASTM D 3910	< 20

AGGREGATE SIEVE ANALYSIS:			
SILICA SAND		FINE AGGREGATE	
Mesh Size	% PASSING (+ or -2)	Mesh Size	% PASSING (+ or -2)
16	99	40	100
20	86	50	93
30	58	70	80
40	26	80	69
50	4	120	49
70	1	200	55
100	0.2	325	2

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Rubberized Micro Seal

The Public Works Department uses Rubberized Micro-Seal on minor arterials that are beyond a PMM surface treatment but not ready for a mill & overlay. Rubberized Micro-Seal is a protective seal coat which extends the life of pavement. It is a thin, tough layer of asphalt emulsion blended with rubber and finely crushed stone for traction and protection from moisture and UV rays from the sun. Rubberized Micro-Seal can extend the life of asphalt for up to seven years.

- Application rate per MAG specs (section 714.2.2) shall be 18 – 24 pounds per square yard
- Ambient temperatures must be above 50 degrees

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

The mix design for rubberized micro-seal must be approved by the Engineer prior to the start of micro surfacing production. After the mix design has been approved, no material substitution will be permitted unless approved by the Engineer.

ii. In addition to the other requirements stated herein, the mix design shall conform to the requirements of Table 2.

TABLE 2		
PROPERTY	TEST METHOD	**REQUIREMENT**
Residual Asphalt Content	ASTMD 2172	6.0%- 11.5% ,by weight of dry aggregate
Mineral Filler	ASTM C136	0.1%-2.0%, by weight of dry aggregate
Additive	----	As required for mix properties
Water	----	As required for mix properties
Polymer Content/Type	----	4%min
Mix Time @ 77° F	ISSA TB-113	Controllable to 120 seconds minimum
Wet Track Abrasion Loss, (1hour soak)	ISSA TB-100	50 g/ft^2 maximum
Wet Track Abrasion Loss, (6 day soak)	ISSA TB-100	75 g/ft^2 maximum
Wet Stripping	ISSA TB-114	90%minimum
Wet Cohesion, @ 30 minutes minimum (Set)	ISSA TB-139	12 Kg/em minimum
Consistency	(ISSA T-106)	2.5 to 3.0 em
Wet Cohesion, @ 60 minutes minimum (Traffic)	ISSA TB-139	20 Kg/em minimum
Loaded Wheel Sand Adhesion	ISSA TB-109	50 g/ft^2 maximum
Lateral Displacement	ISSA TB-147	5% maximum
Specific Gravity after 1,000 cycles of 125 lb.	ISSA TB-147	2.10 maximum

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Signs

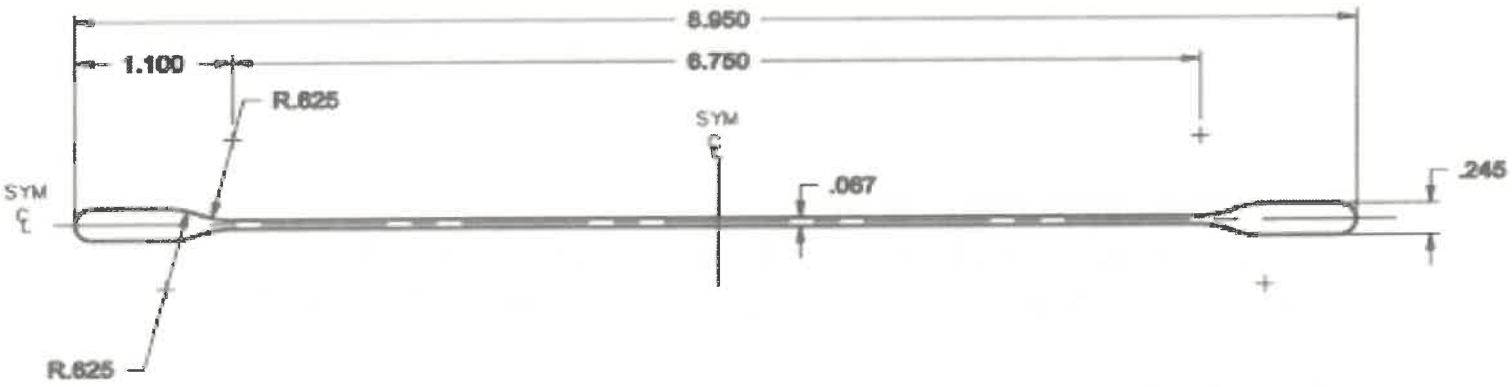
The sign shop uses aluminum, extruded street ID sign blades with white lettering on a blue background except on private roads. Private roads are with blue lettering on a white background. The sign blades are 9 inches in height. The sheeting material used on the street ID signs is Highly Intensive Prismatic (HIP) sheeting for maximum reflectivity at night, the font used is Clearview Hwy-1-B.

All regulatory signs are MUTCD approved and have the same sheeting used on the street ID signs. Regulatory signs come in different shapes and sizes.

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Extruded Sign Blank Specifications

All Street ID Signs are 9 inches in height

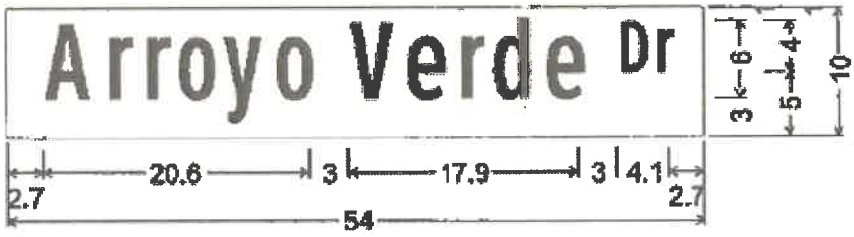




Description	Alloy
Extruded Sign Blank	6061-T6

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Example of Font: Clearview Hwy-1-B. ID Signs are Blue Background, White Lettering



No border, White on Blue;
[Arroyo] ClearviewHwy-1-B;
[Verde] ClearviewHwy-1-B; [Dr] ClearviewHwy-1-B;

Street Sign Supports/Poles and Anchors:

- Sign supports are 1 ¾" X 1 ¾" X 11' powder coated green #GN-03
- Perforated Support Anchors; 2" X 2" X 30" slips into 2 ¼" X 2 ¼" X 30"

MUTCD Height Requirements for Street ID and Regulatory Signs

Per MUTCD Section 2A.18 Minimum Height for Business, Commercial or Residential Areas: Signs installed at the side of the road in business, commercial, or residential areas where parking or pedestrian movements are likely to occur, or where the view of the sign might be obstructed, shall be 7 feet. This pertains to all regulatory and street ID signs.

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Concrete and Color for Sidewalk Panels

Public Works uses a M.A.G. standard 3000 psi concrete with San Diego Buff color added to the mix.

- Slump of the concrete mixture shall be determined in accordance with American Society for Testing and Materials (ASTM) C143. (see MAG, section 725.9)

Concrete Curb and Gutter

Public Works uses a M.A.G. standard 3000 psi gray concrete for all curb and gutter.

- Slump of the concrete mixture shall be determined in accordance with American Society for Testing and Materials (ASTM) C143. (see MAG, section 725.9)

Concrete for Utility Collars

Public Works uses a M.A.G. standard 3000 psi concrete with **BLACK** color added to the mix.

- Slump of the concrete mixture shall be determined in accordance with American Society for Testing and Materials (ASTM) C143. (see MAG, section 725.9)

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M.A.G. 725.9 ACCEPTANCE:

(A) Plastic Concrete Properties

(1) The slump of the concrete shall meet the requirements of ASTM C94 Tolerances in Slump section. When the approved mix design or project specification requirements for slump are a "maximum" or "not to exceed", the following tolerances apply

Specified slump: If 3" or less If more than 3" Plus tolerance 0 inch 0 inch Minus tolerance 1 1/2 inch 2 1/2 inch. When the approved mix design or project specification requirements for slump are not written as a "maximum" or "not to exceed", the following tolerances apply: For design slump of: Tolerance 2 inch and less +/- 1/2 inch More than 2 through 4 inch +/- 1 inch More than 4 inch +/- 1 1/2 inch.

(2) Limit the maximum allowable temperature of the concrete mixture immediately before placement to 90 degrees F unless otherwise specified or unless a higher allowable temperature is pre-approved by the Engineer. At the discretion of the Engineer, recommended practices in ACI 305, Specification for Hot Weather Concreting, can provide good reference information and may be used to modify maximum allowable concrete temperature and acceptance.

Per ACI 306, Specification for Cold Weather Concreting, when the atmospheric temperature at the time of placing concrete is above 30°F the temperature of the concrete, as placed, shall not be less than 60°F. When the atmospheric temperature at the time of placing concrete is between 0°F and 30°F the temperature of the concrete, as placed, shall not be less than 65°F.

(3) Air entrained concrete shall meet the requirements of ASTM C94 Air-Entrained Concrete section. The air content of air-entrained concrete when sampled from the transportation unit at the point of discharge shall be within the approved mix design tolerance or +/- 1.5 % of the specified value. When a representative sample taken prior to discharge shows an air content below the specified level by more than the allowable tolerance, additional air entraining admixture shall be

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added to the concrete mix to achieve the desired air content level, followed by a minimum of 30 revolutions at mixing speed.

(4) Per ASTM C94 Mixing and Delivery section, discharge of the concrete shall be completed within 1 1/2 hour after the introduction of the mixing water to the cementitious materials or the introduction of the cementitious materials to the aggregates. The Engineer may allow the continuation of concrete placement after the 1 1/2 hour time limit has been reached if the concrete is of such slump or workability that it can be placed without the addition of water to the batch.

Any concrete failing to meet the tolerances for plastic concrete properties in 725.9 (A) (1) through (4) shall be reviewed by the Engineer and is subject to rejection.

(B) Hardened Concrete Properties – Compressive Strength

Compressive strength of concrete shall be determined on the basis of cylinder strength tests obtained in accordance with section 725.8.2 and shall be acceptable if the tests meet or exceed the minimum specified strength. When the validity of cylinder strength tests are suspect, the strength of concrete in question shall be determined in accordance with Section 725.8.3.

When compressive strength test results are less than the specified minimum, an Engineering Analysis to determine the impact of the strength reduction may be required by the Engineer prior to the decision to accept or reject the concrete. The Engineering Analysis will be at the Contractor's expense. Any concrete that is rejected by the Engineer shall be removed and replaced by the Contractor at the Contractor's expense.

When concrete is accepted by the Engineer on the basis of test results of less than 100% of the required minimum compressive strength, an adjustment in the concrete unit price may be made for the quantity of concrete represented by such strength tests in accordance with Table 725-2.

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Striping

Thermoplastic tends to be used more in warmer environments. Durability is thermoplastic's biggest advantage over paint. Thermoplastics does last longer than paint, typically 3 to 5 years where paint last approximately 1 year.

- Thermoplastic is to be applied thicker than paint.
- 90 mils is required for long line and skip lines.
- 120 mils is required for crosswalks, arrows and stop bars.

Granite

- Median Islands/R.O.W's – ½" Minus Madison Gold
- Town Hall Complex and Fire Stations – ¼" Washed Madison Gold

Traffic Signal Pole Colors

- Dunn Edwards or approved equivalent
- Color - San Diego Buff – Code# 10-27-08

Hand Rails Color

- Frazee Enamel or approved equivalent
- Color – Western Reserve – Code# 8716N

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ATTACHMENT 3
TO
JOB ORDER NO. ONE

PAYMENT AND PERFORMANCE BONDS

See the following pages.

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

MR TANNER DEVELOPMENT AND CONSTRUCTION, LLC.
STREET MAINTENANCE SERVICES

EXHIBIT C
JOB ORDER NO. 2

See the following pages.

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

TOWN OF PARADISE VALLEY
JOB ORDER CONTRACTING AGREEMENT
WITH
MR TANNER DEVELOPMENT AND CONSTRUCTION, LLC.

JOB ORDER NO. 2

STREET MAINTENANCE

This Job Order No. 1 (this "**Job Order**") is entered into on this 26 day of June, 2025 (the "**Effective Date**") by and between the Town of Paradise Valley, an Arizona municipal corporation (the "**Town**") and M.R. Tanner Development and Construction, LLC, an Arizona Limited liability company, whose principal place of business is located at 1327 W. San Pedro Street, Gilbert, AZ 85233 (the "**Contractor**"). This Job Order is subject to and governed by the terms and conditions of the City of Buckey Contract No. 2025081 (the "**Base Agreement**") and of Town of Paradise Valley Linking Agreement for Cooperative Purchase No. CON-25-031-PBW (the "**Agreement**").

ARTICLE 1
Scope of Work

The Contractor shall furnish all labor, materials, and equipment, as more fully set forth in Proposal Paradise Valley Pavement Maintenance 25/26, which is attached hereto as **Attachment 1** and incorporated as if fully set forth herein (the "**Work**"), as set forth in the Plans and Specifications, which are attached hereto as **Attachment 2** and incorporated as if fully set forth herein (the "**Project**").

ARTICLE 2
Schedule of Completion

The Contractor shall commence work within 10 days from issuance by the Town of a Notice to Proceed and shall complete the Work within ninety (90) calendar days. In view of the difficulty or impossibility of determining the Town's damages from delay, should the Contractor fail to achieve Substantial Completion within the above number of calendar days, as may be extended by any Town-approved Change Orders, the Contractor agrees to pay and will pay to the Town, in addition to all other sums owed pursuant to the Agreement, the sum of $280 for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the cost of the Work as it becomes due. Should liquidated damages exceed the cost of the Work due or to become due, then the Contractor shall pay the Town the difference within three days of receipt of written demand.

ARTICLE 3
Cost of the Work

The Contractor shall complete the work for the prices set forth in **Attachment 1**. The total cost to complete the Work under this Job Order shall not exceed $4,341,915.55.

ARTICLE 4
Bonds

Payment and Performance Bonds are required for this Project and are attached hereto as **Attachment 3** and incorporated as if fully set forth herein.

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

ARTICLE 5
Additional Terms

This Job Order is subject to the terms and conditions of the Agreement and the Base Agreement and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Job Order, the Contractor certifies its compliance with A.R.S. § 35-393.01.

To the extent applicable under A.R.S. § 35-394, the Contractor certifies that it does not, and will not for the duration of the Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

In the event of any conflict or discrepancy between the terms of this Job Order, the Agreement, the Base Agreement, **Attachment 2** to this Job Order, and **Attachment 1** to this Job Order, the documents shall govern in that order.

ARTICLE 6
Attachments

This Job Order includes and incorporates the following Attachments:

Attachment 1 – Proposal
Attachment 2 – Plans and Specifications
Attachment 3 – Payment and Performance Bonds

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

DocuSigned by:
Andrew Ching
5B8E4040A9944A3...
Andrew Ching, Town Manager

M.R. Tanner Development and Construction LLC
an Arizona limited liability company:

By: _____

Name: Chad Montoya

Title: Vice President

ATTEST:

DocuSigned by:
Duncan Miller
FD56FF67A95043D...
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Signed by:
6C9F79CECF0C427...
Andrew J. McGuire, Town Attorney

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

ATTACHMENT 1
TO
JOB ORDER NO. TWO

Proposal - Pavement Maintenance FY 25/26

See the following page.

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

M.R. TANNER CONSTRUCTION

1327 W. SAN PEDRO STREET GILBERT, AZ 85233

To:	PARADISE VALLEY, TOWN OF	**Contact:**	Chris Martinez
Address:	PUBLIC WORKS	**Phone:**	
	PARADISE VALLEY, AZ 85253-4399	**Fax:**	
Project Name:	PARADISE VALLEY PAVEMENT MAINTENANCE 2025 2 INCH 40 ST (1.16.25)	**Bid Number:**	
Project Location:		**Bid Date:**	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
SECTION 2				
CRACK FILL	138,414.00	LF	$0.25	$34,603.50
PMM	31,000.00	SY	$1.50	$46,500.00
STRIPING	1.00	LS	$20,000.00	$20,000.00
TRAFFIC CONTROL	6.00	DY	$1,750.00	$10,500.00
REMAINING SECTION 2 MAINTENANCE DEFERRED TO FISCAL YEAR 25/26	1.00	LS	$0.00	$0.00
Total Price for above SECTION 2 Items:				**$111,603.50**
40TH ST FROM COLTER TO 41ST ST				
2" MILLING	20,050.00	SY	$2.50	$50,125.00
2" AC CAP (1/2" PMTR)	20,050.00	SY	$20.00	$401,000.00
PRELOWER UTILITIES	22.00	EACH	$490.00	$10,780.00
ADJUST MANHOLE	15.00	EACH	$700.00	$10,500.00
ADJUST WATER VALVE	7.00	EACH	$670.00	$4,690.00
TRAFFIC CONTROL ALLOWANCE	1.00	LS	$25,000.00	$25,000.00
POLICE OFFICERS	1.00	LS	$16,000.00	$16,000.00
Total Price for above 40TH ST FROM COLTER TO 41ST ST Items:				**$518,095.00**
LINCOLN (7100 E LINCOLN TO 32ND ST)				
MICROSEAL	171,540.00	SY	$5.33	$914,308.20
TRAFFIC CONTROL	50.00	DY	$1,750.00	$87,500.00
STRIPING	1.00	LS	$111,400.00	$111,400.00
Total Price for above LINCOLN (7100 E LINCOLN TO 32ND ST) Items:				**$1,113,208.20**

Total Bid Price: $1,742,906.70

Notes:

- PROJECT DESCRIPTION: PROVIDE PAVEMENT MAINTENANCE SERVICES ON THE LOCATIONS DESCRIBED ABOVE. PRICING INCLUDES ALL LABOR AND MATERIAL TO PREP, CLEAN CRACKS AND PAVEMENT TO INSTALL CRACK SEAL, PMM (SEALCOAT) TO THE ROADWAYS. ALSO INCLUDES THE SAME FOR TYPE II MICROSEAL. ALSO INCLUDES STRIPING OF THE SAME.
- CONTRACT TERMS AND CONDITIONS BASED ON BUCKEYE CONTRACT NO. 2025081.
- SCHEDULE: APRIL 1, 2025 TO JUNE 30, 2025.

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and hereby accepted.	M.R. TANNER DEVELOPMENT & CONSTRUCTION, LLC.
Buyer: Town of Paradise Valley	
Signature: DocuSigned by: Andrew Cluing 5B8E4040A9044A3...	**Authorized Signature:**
Date of Acceptance: 6/26/2025	**Estimator:** Chad Montoya 480-633-8500 cmontoya@mrtanner.com

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

ATTACHMENT 2
TO
JOB ORDER NO. TWO

PLANS AND SPECIFICATIONS

See the following page(s).

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

PV STREETS MAINTENANCE MATERIALS & SPECS

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

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High Density Mineral Bond (PMM) _____ Pg. 6

High Density Mineral Bond (PMM) Specs _____ Pg.7

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Town Paint Colors and Specifications _____ Pg. 18

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City of Phoenix Mix Design

Low Volume ½" Conventional Asphalt

The Public Works Department currently uses City of Phoenix ½" Low Volume Mix Design for our residential and collector streets. It was designed to uphold the valley's extreme temperatures. The ½" aggregate prevents less voids in the asphalt which helps reduce traffic noise.

- Require a full mill at a depth of 1 ½"
- Pave back 1 ½" of City of Phoenix, Low Volume asphalt

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

City of Phoenix
Design and Construction Management
Materials Lab
2018 Approved Conventional Asphalt Mix Designs

The following mix designs have been approved by the City of Phoenix Materials Lab for use on all City of Phoenix projects:

PLANTS	Dispatch Phone	A-1 1/2" 4.3% (Mix Design Date)	C-3/4" 5.0% HV (Mix Design Date)	C-3/4" 5.5% LV (Mix Design Date)	D-1/2" 5.1% HV (Mix Design Date)	D-1/2" 5.6% LV (Mix Design Date)
Hanson #34 Higley	602-685-3450	AZ3425PH (1/22/2017)	AZ3419PH (1/10/2018)	AZ3419PL (1/10/2018)	AZ3412PH (1/10/2018)	AZ3412PL (1/10/2018)
Hanson #35 (51st Ave)		AZ3525PH (1/10/2018)	AZ3519PH (1/10/2018)	AZ3519PL (1/10/2018)	AZ3512PH (1/10/2018)	AZ3512PL (1/10/2018)
Southwest Asphalt #4 El Mirage	602-268-9011	452CH (1/23/2018)	432CH (1/23/2018)	432DH (1/23/2018)	422CH (1/23/2018)	422DH (1/23/2018)
Southwest Asphalt #10 New River		152CH (1/23/2018)	132CH (1/23/2018)	132DH (1/23/2018)	122CH (1/23/2018)	122DH (1/23/2018)
*Vulcan Gomez (5223-221)	602-254-0081	18151G (2/20/2018)	28151G (2/20/2018)	28152G (2/20/2018)	38151G (2/20/2018)	38152G (2/20/2018)
*Vulcan 19th Ave (5224-211)		18151H (2/20/2018)	28151H (2/20/2018)	28152H (2/20/2018)	38151H (2/20/2018)	38152H (2/20/2018)
*Vulcan #117 West 43rd Ave(5182-211)		18151D (3/12/2018)	28151D (3/12/2018)	28152D (3/12/2018)	38151D (3/12/2018)	38152D (3/12/2018)
*Vulcan #130 Sun City (5180-211)		18151S (5/15/2018)	28151S (5/15/2018)	28152S (5/15/2018)	38151S (5/15/2018)	38152S (5/15/2018)
*Vulcan West Broadway (5184-211)		18151W (4/18/2018)	28151W (4/18/2018)	28152W (4/18/2018)	38151W (4/18/2018)	38152W (4/18/2018)
*Solterra Materials, LLC	480-895-3555		S18-2-6H (8/10/2018)	S18-2-6L (8/10/2018)	S18-2-8H/S18-2-7H (9/12/2018)	S18-2-8L/S18-2-7L (9/12/2018)

*For **ALL** Vulcan & Solterra Materials Mix Designs, verify the oil supplier from the ticket and specify which oil supplier is being utilized in the daily report. Note the oil supplier on the City of Phoenix sample card.

AREAS HIGHLIGHTED IN YELLOW
IS PHOENIX LOW VOLUME 1/2" MIX DESIGN

Updated 10/16/2018

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Rubberized Asphalt Mix Design

Rubberized asphalt is used on the Town's major arterials. Rubberized asphalt roads require little to no maintenance over the life span of the asphalt and reduces traffic noise by 10-15 decibels less than standard conventional asphalt.

- Require a full mill at a depth of 1 ½"
- Pave back 1 ½" of ½" High Volume Rubberized asphalt

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

City of Phoenix
Design and Construction Management
Materials Lab
2018 Approved Polymer Modified Asphalt Rubber (PMAR) Mix Designs

The following mix designs have been approved by the City of Phoenix Materials Lab for use on all City of Phoenix projects:

PLANTS	Dispatch Phone	TR 6.0% HV (Mix Design Date)	TR 6.2% LV (Mix Design Date)	TR 5.7% (Mix Design Date)		
Hanson #34 Higley	602-685-3450	AZ3412TRPH (1/10/2018)	AZ3412TRPL (1/10/2018)			
Hanson #35 (51st Ave)		AZ3512TRPH (2/5/2018)	AZ3512TRPL (2/5/2018)	AZ3512TR (8/30/2018)		
Southwest Asphalt #4 El Mirage	602-268-9011	422CT (3/7/2018)	422DT (3/7/2018)			
Southwest Asphalt #1 New River		122CT (3/7/2018)	122DT (3/7/2018)			
*Vulcan Gomez (5223-211)	602-254-0081					
*Vulcan 19th Ave (5224-211)		38643H (2/2/2018)	38644H (2/2/2018)			
*Vulcan #117 West 43rd Ave(5182-211)		38643D (2/2/2018)				
*Vulcan #130 Sun City (5180-211)						
*Vulcan W. Broadway Plant (5184-211)						
Solterra Materials, LLC	480-895-3555			S18-2-10 (10/9/2018)		

*For ALL Vulcan Materials Mix Designs, verify the oil supplier from the ticket and specify which oil supplier is being utilized in the daily report. Note the oil supplier on the City of Phoenix sample card.

AREAS HIGHLIGHTED IN YELLOW
IS ASPHALTIC RUBBER HIGH VOLUME MIX DESIGN

Updated: 7/12/18

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

East Valley Asphalt Committee (EVAC)

Approved Conventional Mix Designs

Low Volume ½" Conventional Asphalt

The Public Works Department currently uses EVAC Approved mix designs for ½" Low Volume for our residential and collector streets, see highlighted product codes in tables below of mixes used on Town owned streets. It was designed to uphold the valley's extreme temperatures. The ½" aggregate prevents less voids in the asphalt which helps reduce traffic noise.

- Require a full mill at a depth of 1 ½" – 2"
- Pave back 1 ½" (up to 2") of ½"Low Volume asphalt

Updated 1-28-2025

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

EVAC

East Valley Asphalt Committee

Conventional Mixes

2023-2024 Approved Asphalt Mix Designs

Mixes Highlighted in Red are Only Approved for Use in the City of Scottsdale

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Martin Marietta	34 (Coolidge)	1/2" PG 70-10	AZ3412ER	5.7	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	1/2" PG 70-10 15% RAP	AZ3412ERRAP	5.80	5/31/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	1/2" PG 70-10	AZ3412SPEA-2024	6.2	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 70-10	AZ3419ER	5.1	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 70-10 15%RAP	AZ3419ERRAP	5.60	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 70-10	AZ3419SPEA-2024	6.0	6/5/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 70-10	AZ3512ER-2023	5.7	2/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	1/2" PG 70-10	AZ3512SPEA-2024	5.8	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	3/4" PG 70-10	AZ3519ER-2023	5.3	2/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	3/4" PG 70-10	AZ3519SPEA-2024	5.4	1/29/2024	HF Sinclair
Solterra	1 (Coolidge)	1/2" PG 70-10	S24-1-10W	5.1	8/15/2024	Western

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Solterra	1 (Coolidge)	3/4" PG 70-10 15% RAP	S24-1-13W	5.1	8/19/2024	Western
Solterra	1 (Coolidge)	1/2" PG 70-10 15% RAP	S24-1-14W	5.1	8/19/2024	Western
Solterra	1 (Coolidge)	3/4" PG 70-10	S24-1-1W	5.0	8/22/2024	Western
Solterra	1 (Coolidge)	1/2" PG 70-10	S24-1-2W	5.3	8/22/2024	Western
Solterra	1 (Coolidge)	3/4" PG 70-10	S24-1-9W	5.1	8/15/2024	Western
SW Asphalt	10 (New River)	1/2" PG 70-10	121AH	5.3	1/10/2023	HF Sinclair
SW Asphalt	10 (New River)	1/2" PG 70-10	121DH	5.3	1/10/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 70-10	131AH	5.0	1/10/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 70-10	131DH	5.0	1/10/2023	HF Sinclair
SW Asphalt	2 (Florence)	1/2" PG 70-10	221AH	5.3	1/10/2023	Wright
SW Asphalt	2 (Florence)	1/2" PG 70-10	221DH	5.3	1/10/2023	Wright
SW Asphalt	2 (Florence)	3/4" PG 70-10	231AH	5.0	1/10/2023	Wright
SW Asphalt	2 (Florence)	3/4" PG 70-10	231DH	5.0	1/10/2023	Wright
SW Asphalt	3 (Queen Creek)	1/2" PG 70-10	321AH	5.3	1/10/2023	Wright
SW Asphalt	3 (Queen Creek)	1/2" PG 70-10	321DH	5.5	1/10/2023	Wright

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
SW Asphalt	3 (Queen Creek)	3/4" PG 70-10	331AH	5.0	1/10/2023	Wright
SW Asphalt	3 (Queen Creek)	3/4" PG 70-10	331DH	5.3	1/10/2023	Wright
SW Asphalt	4 (El Mirage)	1/2" PG 70-10	421AH	5.3	1/10/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	1/2" PG 70-10	421DH	5.3	1/10/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 70-10	431AH	5.0	1/10/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 70-10	431DH	5.0	1/10/2023	HF Sinclair
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	231517Q	4.8	12/21/2022	Marathon
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	231517Q	4.8	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	271518Q	5.1	1/24/2023	Marathon
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	271518Q	5.1	1/24/2023	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	331517Q	5.3	12/21/2022	Marathon
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	331517Q	5.3	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	371518Q	5.4	1/24/2023	Marathon
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	371518Q	5.4	1/24/2023	Wright
Vulcan	5180 (Sun City)	3/4" PG 70-10	231517S	4.6	1/3/2023	Wright

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

East Valley Asphalt Committee (EVAC)

Approved Modified Mix Designs

½" PG 76-22 PMTR (Polymer Modified Tire Rubber)

Rubberized asphalt is used on the Town's major arterials, see highlighted product codes in tables below of mixes used on Town owned streets. PMTR reduces maintenance costs over the life span of the asphalt and reduces traffic noise by 10-15 decibels less than standard conventional asphalt. The tire rubber helps increase tensile strength in the asphalt.

- Require a full mill at a depth of 1 ½" – 3"
- Pave back 1 ½" (up to 3") of ½"PMTR Rubberized asphalt

Updated 1-28-2025

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

EVAC

East Valley Asphalt Committee

Modified Mixes

2023-2024 Approved Asphalt Mix Designs

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Martin Marietta	34 (Coolidge)	1/2" PG 76-22 PMTR	AZ3412PMH-2024	6.2	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 76-22 PMTR	AZ3419PMH-2024	6.2	6/5/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 76-22 PMTR 15% RAP	AZ3512PMH15-2024	6.3	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 76-22 PMTR	AZ3512PMH-2024	6.2	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 70-16 TR	AZ3512TRH-2024	6.2	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	3/4" PG 76-22 PMTR 15% RAP	AZ3519PMH15-2023	6.2	2/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	3/4" PG 76-22 PMTR	AZ3519PMH-2023	6.2	1/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	3/4" PG 76-22 PMTR	AZ3519PMH-2024	6.2	4/8/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	3/4" PG 70-16 TR	AZ3519TRH-2023	5.8	2/18/2023	Holly Frontier
Solterra	1 (Coolidge)	3/4" PG 76-22 PMTR	S24-1-3R	6.2	8/12/2024	Wright
Solterra	1 (Coolidge)	3/4" PG 76-22 PM	S24-1-3W	6.2	9/13/2024	Western

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Solterra	1 (Coolidge)	1/2" PG 76-22 PMTR	S24-1-4R	6.2	8/12/2024	Wright
Solterra	1 (Coolidge)	1/2" PG 76-22 PM	S24-1-4W	6.2	9/13/2024	Western
Solterra	1 (Coolidge)	3/4" PG 70-16 TR	S24-1-5R	5.8	8/12/2024	Wright
Solterra	1 (Coolidge)	1/2" PG 70-16 TR	S24-1-6R	5.8	8/12/2024	Wright
SW Asphalt	10 (New River)	1/2" PG 76-22 PMTR	121ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	10 (New River)	1/2" PG 70-16 TR	121AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 76-22 PMTR	131ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 70-16 TR	131AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	2 (Florence)	1/2" PG 76-22 PMTR	221ARW	6.2	11/13/2023	Wright
SW Asphalt	2 (Florence)	1/2" PG 70-16 TR	221AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	2 (Florence)	3/4" PG 76-22 PMTR	231ARW	6.2	11/13/2023	Wright
SW Asphalt	2 (Florence)	3/4" PG 70-16 TR	231AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	3 (Queen Creek)	1/2" 76-22 PMTR	321ARW	6.2	11/13/2023	Wright
SW Asphalt	3 (Queen Creek)	1/2" PG 70-16 TR	321AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	3 (Queen Creek)	3/4" PG 76-22 PMTR	331ARW	6.2	11/13/2023	Wright

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
SW Asphalt	3 (Queen Creek)	3/4" PG 70-16 TR	331AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	1/2" PG 76-22 PMTR	421ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	1/2" PG 70-16 TR	421AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 76-22 PMTR	431ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 70-16 TR	431AXH	5.8	11/13/2023	HF Sinclair
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR	236417Q	6.2	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR	236417Q	6.2	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	3/4" PG 70-16 TR	236617Q	5.8	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	3/4" PG 70-16 TR	236617Q	5.8	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR 15% RAP	256417Q	6.0	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR 15% RAP	256417Q	6.0	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	1/2" PG 76-22 PMTR	336417Q	6.2	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 76-22 PMTR	336417Q	6.2	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	1/2" PG 70-16 TR	336617Q	5.8	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 70-16 TR	336617Q	5.8	12/21/2022	Holly Frontier

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

High Density Mineral Bond

(Preferred treatment for utility companies)

Polymer Modified Master (PMM) Seal is the type of High Density Mineral Bond used by the Public Works Department. PMM reduces oxidative damage from moisture and UV rays from the
Sun. PMM helps reduce asphalt cracking and helps extend the life cycle of the asphalt.

- Ambient and surface temperature must be at least 55 degrees or higher
- Application rate for PMM .14 - .18 gallons/square yard per coat
- Two coats of PMM are required
- Do not apply if rain is forecast within 24 hours

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

High Density Mineral Bond

APPLICATION RATES:

The recommended application rates for **PMM** are .14-.18 gallons/square yard per coat. Application rates may be adjusted depending on the pavement condition, traffic volume and other factors.

MIX DESIGN:

PMM assures factory quality control specifications at the jobsite eliminating the need for contractor addition of water and other additives. Additional aggregate may be added by the contractor to meet specific job requirements based on pavement surfaces, traffic volume, etc.

SURFACE PREPARATION:

Pavement must be free of loose and embedded dirt, dust, vegetation and other foreign material. If traditional cleaning methods are not effective a power washer or tack coat of asphalt emulsion diluted 1:4 with water may be used. Structural repairs should be made and cracks 1/4" and larger

Should be sealed with approved crack sealant material. All grease and oil spots should be treated with PrepSeal or PetroSeal.

APPLICATION EQUIPMENT:

PMM may be applied by hand spray / squeegee, mechanical spray tankers or squeegee machines. Application units should be equipped with mechanical agitation systems to maintain the consistency of the material during the Application, or to mix additional aggregate if needed.

TEST PROPERTIES	TEST METHOD	SPECIFICATION
EMULSION:		
Uniformity	ASTM D 2939.04	PASS
Weight/gallon @ 77 deg. F	ASTM D 2939.07	10.5 lbs./gal.min
Residue by Evaporation (Solids), %	ASTM D 2939.08	50% min.
Asphalt Content by Weight, %	ASTM D 2939.21	17 min.
VOC Content by Volume, %	ASTM D 244-89	< 3%
Fine Aggregate and Mineral Filler Content by	Manufacture Certification	34% min.
Weight, %		
Polymer Content by Volume, %	Manufacture Certification	1.8%
PERFORMANCE BASED TESTING:		
Resistance to Heat (No sagging or slipping observed.)	ASTM D 2939.14	PASS
Resistance to Water (No blistering or re-emulsification.)	ASTM D 2939.15	PASS
Wet Flow, mm	ASTM D 2939.19	0
Direct Flame Test (No continued combustion after 10 sec. No slippage, run down or charred material observed.)	ASTM D 2939.20	PASS
Wet Film Continuity (Material was uniformly distributed; no signs of inconsistency.)	ASTM D 2939.22	PASS
Resistance to Kerosene (No leakage of kerosene, loss of adhesion or discoloration of tile.)	ASTM D 2939.25	PASS
Wet Track Abrasion Test (1 hr.) gms/sqft. loss	ASTM D 3910	< 15
Wet Track Abrasion Test (6 day) gms/sqft. loss	ASTM D 3910	< 15
FINE AGGREGATE SIEVE ANALYSIS:	MESH SIZE	% PASSING (+ or -2)
	40	100
	50	93
	70	80
	80	69
	120	49
	200	35
	325	2

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Liquid Road

(Heavier surface seal)

Liquid Road is a polymer-modified, fiber asphalt emulsion that is mixed with specially graded aggregate and is highly durable and slip resistant surface treatment.

- Ambient and surface temperature must be at least 55 degrees or higher
- Application rate for PMM .25 - .35 gallons/square yard per coat
- Two coats of PMM are required
- Do not apply if rain is forecast within 24 hours

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

APPLICATION RATES:

The recommended application rates for **Liquid Road** are .25-.35 gallons/square yard per coat. Application rates may be adjusted depending on the pavement condition, traffic volume and other factors.

MIX DESIGN:

Liquid Road assures factory quality control specifications at the jobsite eliminating the need for contractor addition of water and other additives. Additional aggregate may be added by the contractor to meet specific job requirements based on pavement surfaces, traffic volume, etc.

SURFACE PREPARATION:

Pavement must be free of loose and embedded dirt, dust, vegetation and other foreign material. If traditional cleaning methods are not effective a power washer or tack coat of asphalt emulsion diluted 1:4 with water may be used. Structural repairs should be made and cracks 1/4" and larger

Should be sealed with approved crack sealant material. All grease and oil spots should be treated with PrepSeal or PetroSeal.

APPLICATION EQUIPMENT:

Liquid Road shall be applied by mechanical squeegee/brush equipment. Equipment shall have continuous agitation or mixing capabilities to maintain homogenous consistency of **Liquid Road** and aggregate mixture throughout the application process. Truck mount or self- propelled squeegee/brush equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of **Liquid Road** into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

	TEST METHOD	SPECIFICATION
EMULSION:		
Uniformity	ASTM D 2939.04	PASS
Weight/gallon @ 77 deg. F	ASTM D 2939.07	11.0 lbs./gal.min
Residue by Evaporation (Solids), %	ASTM D 2939.08	55% min.
Asphalt Content by Weight, %	ASTM D 2939.21	15% min.
VOC Content by Volume, %	ASTM D 244-89	< 3%
Fine Aggregate and Mineral Filler Content by	Manufacture Certification	34% min.
Weight, %		
Polymer Content by Volume, %	Manufacture Certification	1.8%
PERFORMANCE BASED TESTING:		
Resistance to Heat (No sagging or slipping observed.)	ASTM D 2939.14	PASS
Resistance to Water (No blistering or re-emulsification.)	ASTM D 2939.15	PASS
Wet Flow, mm	ASTM D 2939.19	0
Direct Flame Test (No continued combustion after 10 sec. No slippage, run down or charred material observed.)	ASTM D 2939.20	PASS
Wet Film Continuity (Material was uniformly distributed; no signs of inconsistency.)	ASTM D 2939.22	PASS
Resistance to Kerosene (No leakage of kerosene, loss of adhesion or discoloration of tile.)	ASTM D 2939.25	PASS
Wet Track Abrasion Test (1 hr.) gms/sqft. loss	ASTM D 3910	< 15
Wet Track Abrasion Test (6 day) gms/sqft. loss	ASTM D 3910	< 20

AGGREGATE SIEVE ANALYSIS:

SILICA SAND		FINE AGGREGATE	
Mesh Size	% PASSING (+ or -2)	Mesh Size	% PASSING (+ or -2)
16	99	40	100
20	86	50	93
30	58	70	80
40	26	80	69
50	4	120	49
70	1	200	55
100	0.2	325	2

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Rubberized Micro Seal

The Public Works Department uses Rubberized Micro-Seal on minor arterials that are beyond a PMM surface treatment but not ready for a mill & overlay. Rubberized Micro-Seal is a protective seal coat which extends the life of pavement. It is a thin, tough layer of asphalt emulsion blended with rubber and finely crushed stone for traction and protection from moisture and UV rays from the sun. Rubberized Micro-Seal can extend the life of asphalt for up to seven years.

- Application rate per MAG specs (section 714.2.2) shall be 18 – 24 pounds per square yard
- Ambient temperatures must be above 50 degrees

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

The mix design for rubberized micro-seal must be approved by the Engineer prior to the start of micro surfacing production. After the mix design has been approved, no material substitution will be permitted unless approved by the Engineer.

ii. In addition to the other requirements stated herein, the mix design shall conform to the requirements of Table 2.

TABLE 2

PROPERTY	TEST METHOD	REQUIREMENT
Residual Asphalt Content	ASTMD 2172	6.0%- 11.5% ,by weight of dry aggregate
Mineral Filler	ASTM C136	0.1%-2.0%, by weight of dry aggregate
Additive	----	As required for mix properties
Water	----	As required for mix properties
Polymer Content/Type	----	4%min
Mix Time @ 77° F	ISSA TB-113	Controllable to 120 seconds minimum
Wet Track Abrasion Loss, (1hour soak)	ISSA TB-100	50 g/ft^2 maximum
Wet Track Abrasion Loss, (6 day soak)	ISSA TB-100	75 g/ft^2 maximum
Wet Stripping	ISSA TB-114	90%minimum
Wet Cohesion, @ 30 minutes minimum (Set)	ISSA TB-139	12 Kg/em minimum
Consistency	(ISSA T-106)	2.5 to 3.0 em
Wet Cohesion, @ 60 minutes minimum (Traffic)	ISSA TB-139	20 Kg/em minimum
Loaded Wheel Sand Adhesion	ISSA TB-109	50 g/ft^2 maximum
Lateral Displacement	ISSA TB-147	5% maximum
Specific Gravity after 1,000 cycles of 125 lb.	ISSA TB-147	2.10 maximum

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Signs

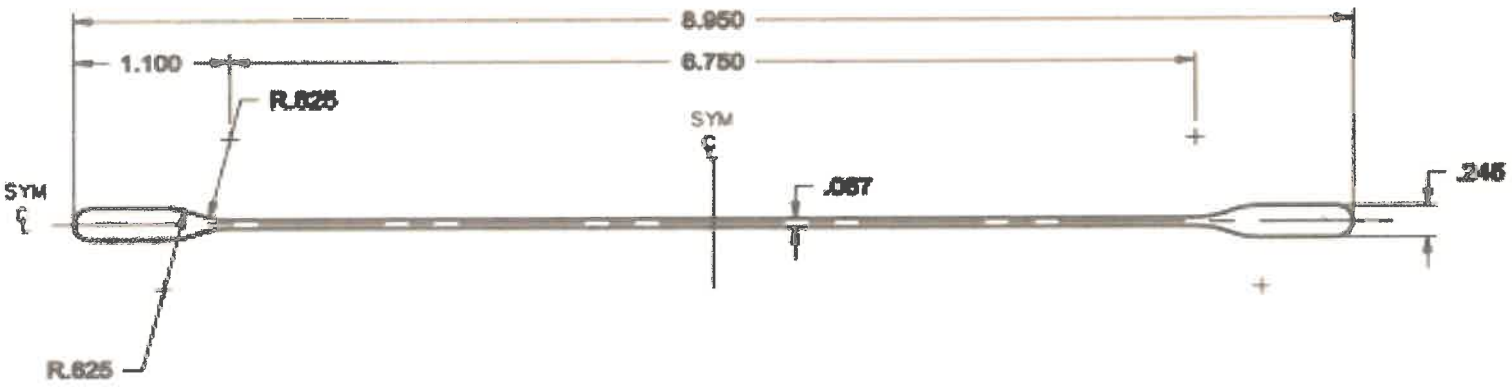
The sign shop uses aluminum, extruded street ID sign blades with white lettering on a blue background except on private roads. Private roads are with blue lettering on a white background. The sign blades are 9 inches in height. The sheeting material used on the street ID signs is Highly Intensive Prismatic (HIP) sheeting for maximum reflectivity at night, the font used is Clearview Hwy-1-B.

All regulatory signs are MUTCD approved and have the same sheeting used on the street ID signs. Regulatory signs come in different shapes and sizes.

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Extruded Sign Blank Specifications

All Street ID Signs are 9 inches in height

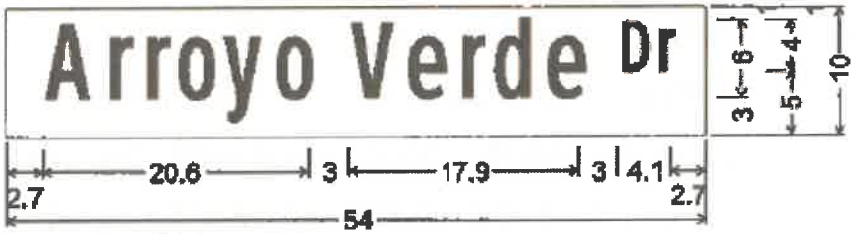




Description	Alloy
Extruded Sign Blank	6061-T6

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Example of Font: Clearview Hwy-1-B. ID Signs are Blue Background, White Lettering



No border, White on Blue;
[Arroyo] ClearviewHwy-1-B;
[Verde] ClearviewHwy-1-B; [Dr] ClearviewHwy-1-B;

Street Sign Supports/Poles and Anchors:

- Sign supports are 1 ¾" X 1 ¾" X 11' powder coated green #GN-03
- Perforated Support Anchors; 2" X 2" X 30" slips into 2 ¼" X 2 ¼" X 30"

MUTCD Height Requirements for Street ID and Regulatory Signs

Per MUTCD Section 2A.18 Minimum Height for Business, Commercial or Residential Areas: Signs installed at the side of the road in business, commercial, or residential areas where parking or pedestrian movements are likely to occur, or where the view of the sign might be obstructed, shall be 7 feet. This pertains to all regulatory and street ID signs.

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Concrete and Color for Sidewalk Panels

Public Works uses a M.A.G. standard 3000 psi concrete with San Diego Buff color added to the mix.

- Slump of the concrete mixture shall be determined in accordance with American Society for Testing and Materials (ASTM) C143. (see MAG, section 725.9)

Concrete Curb and Gutter

Public Works uses a M.A.G. standard 3000 psi gray concrete for all curb and gutter.

- Slump of the concrete mixture shall be determined in accordance with American Society for Testing and Materials (ASTM) C143. (see MAG, section 725.9)

Concrete for Utility Collars

Public Works uses a M.A.G. standard 3000 psi concrete with **BLACK** color added to the mix.

- Slump of the concrete mixture shall be determined in accordance with American Society for Testing and Materials (ASTM) C143. (see MAG, section 725.9)

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

M.A.G. 725.9 ACCEPTANCE:

(A) Plastic Concrete Properties

(1) The slump of the concrete shall meet the requirements of ASTM C94 Tolerances in Slump section. When the approved mix design or project specification requirements for slump are a "maximum" or "not to exceed", the following tolerances apply

Specified slump: If 3" or less If more than 3" Plus tolerance 0 inch 0 inch Minus tolerance 1 1/2 inch 2 1/2 inch. When the approved mix design or project specification requirements for slump are not written as a "maximum" or "not to exceed", the following tolerances apply: For design slump of: Tolerance 2 inch and less +/- 1/2 inch More than 2 through 4 inch +/- 1 inch More than 4 inch +/- 1 1/2 inch.

(2) Limit the maximum allowable temperature of the concrete mixture immediately before placement to 90 degrees F unless otherwise specified or unless a higher allowable temperature is pre-approved by the Engineer. At the discretion of the Engineer, recommended practices in ACI 305, Specification for Hot Weather Concreting, can provide good reference information and may be used to modify maximum allowable concrete temperature and acceptance.

Per ACI 306, Specification for Cold Weather Concreting, when the atmospheric temperature at the time of placing concrete is above 30°F the temperature of the concrete, as placed, shall not be less than 60°F. When the atmospheric temperature at the time of placing concrete is between 0°F and 30°F the temperature of the concrete, as placed, shall not be less than 65°F.

(3) Air entrained concrete shall meet the requirements of ASTM C94 Air-Entrained Concrete section. The air content of air-entrained concrete when sampled from the transportation unit at the point of discharge shall be within the approved mix design tolerance or +/- 1.5 % of the specified value. When a representative sample taken prior to discharge shows an air content below the specified level by more than the allowable tolerance, additional air entraining admixture shall be

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added to the concrete mix to achieve the desired air content level, followed by a minimum of 30 revolutions at mixing speed.

(4) Per ASTM C94 Mixing and Delivery section, discharge of the concrete shall be completed within 1 1/2 hour after the introduction of the mixing water to the cementitious materials or the introduction of the cementitious materials to the aggregates. The Engineer may allow the continuation of concrete placement after the 1 1/2 hour time limit has been reached if the concrete is of such slump or workability that it can be placed without the addition of water to the batch.

Any concrete failing to meet the tolerances for plastic concrete properties in 725.9 (A) (1) through (4) shall be reviewed by the Engineer and is subject to rejection.

(B) Hardened Concrete Properties – Compressive Strength

Compressive strength of concrete shall be determined on the basis of cylinder strength tests obtained in accordance with section 725.8.2 and shall be acceptable if the tests meet or exceed the minimum specified strength. When the validity of cylinder strength tests are suspect, the strength of concrete in question shall be determined in accordance with Section 725.8.3.

When compressive strength test results are less than the specified minimum, an Engineering Analysis to determine the impact of the strength reduction may be required by the Engineer prior to the decision to accept or reject the concrete. The Engineering Analysis will be at the Contractor's expense. Any concrete that is rejected by the Engineer shall be removed and replaced by the Contractor at the Contractor's expense.

When concrete is accepted by the Engineer on the basis of test results of less than 100% of the required minimum compressive strength, an adjustment in the concrete unit price may be made for the quantity of concrete represented by such strength tests in accordance with Table 725-2.

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Striping

Thermoplastic tends to be used more in warmer environments. Durability is thermoplastic's biggest advantage over paint. Thermoplastics does last longer than paint, typically 3 to 5 years where paint last approximately 1 year.

- Thermoplastic is to be applied thicker than paint.
- 90 mils is required for long line and skip lines.
- 120 mils is required for crosswalks, arrows and stop bars.

Granite

- Median Islands/R.O.W's – ½" Minus Madison Gold
- Town Hall Complex and Fire Stations – ¼" Washed Madison Gold

Traffic Signal Pole Colors

- Dunn Edwards or approved equivalent
- Color - San Diego Buff – Code# 10-27-08

Hand Rails Color

- Frazee Enamel or approved equivalent
- Color – Western Reserve – Code# 8716N

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ATTACHMENT 3
TO
JOB ORDER NO. TWO

PAYMENT AND PERFORMANCE BONDS

See the following pages.

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

MR TANNER DEVELOPMENT AND CONSTRUCTION, LLC.
STREET MAINTENANCE SERVICES

EXHIBIT D
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Isaac Chavira, Public Works Director
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

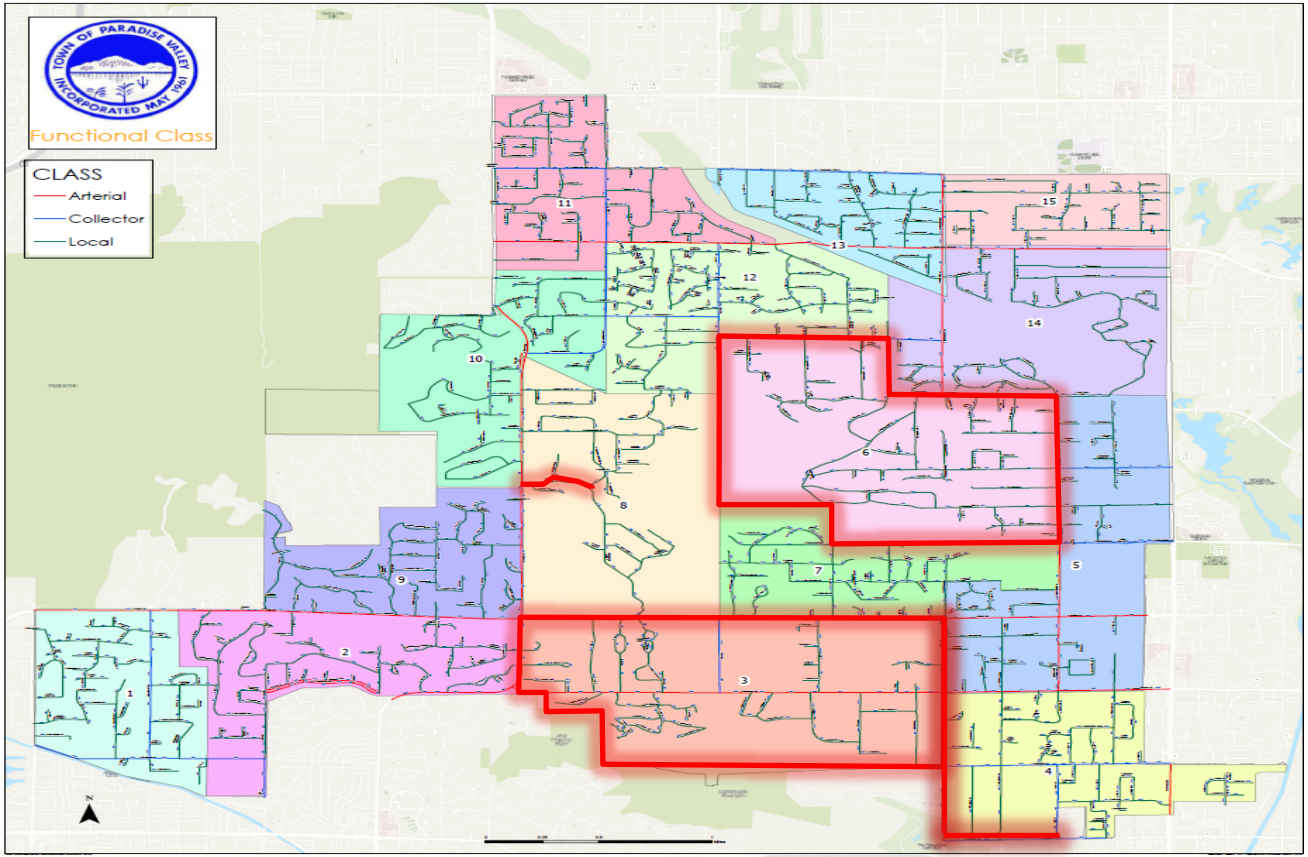
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TOWN OF PARADISE VALLEY
Pavement Preservation Program
Fiscal Year 2026/27

Purpose of This Presentation

- Request Council approval of Funds for the Annual Pavement Preservation Project via Contract # CON-25-031-PWB, Job Order No. 5, based on Cooperative Contract between MR Tanner and City of Buckeye
- Invergordon Rd, Chaparral Rd, District 3, Remainder of District 6, and a portion of Desert Fairways
- Project Schedule
- Cost Summary

FY 27 Pavement Preservation Program



569

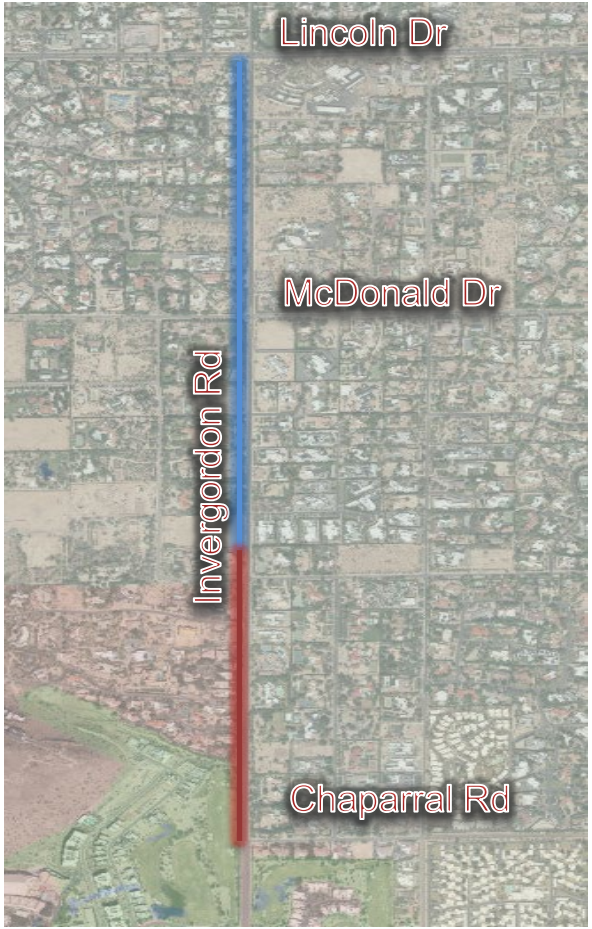
Invergordon Rd

- **Boundaries:** Chaparral Rd to Lincoln Dr. (South Town limit to Lincoln Dr)

- **Approximately 1.5 Miles** with an average Pavement Condition Index (PCI) rating of 77

- **Recommendation:**

- 2” Mill and Overlay from Chaparral to Sage (Red on Map); Five Year excavation restriction per Town Code Section 5-10-1.C.4 upon completion and acceptance of new asphalt.
- ADA improvements at Cholla Ln and Vista Ln
- Asphalt Patch repairs & Micro-seal from Sage to Lincoln (Blue on Map)



Invergordon Rd



- Avg. PCI 77
- Block Cracking
- Potholes
- Utility trench settling
- Minor Asphalt Patch Repairs
- ADA improvements at Cholla & Vista



Invergordon Rd – Sage to Chaparral





Invergordon Rd – Sage to Chaparral







Invergordon Rd – Sage to Lincoln





Invergordon Rd – Sage to Lincoln



Utility trench settling

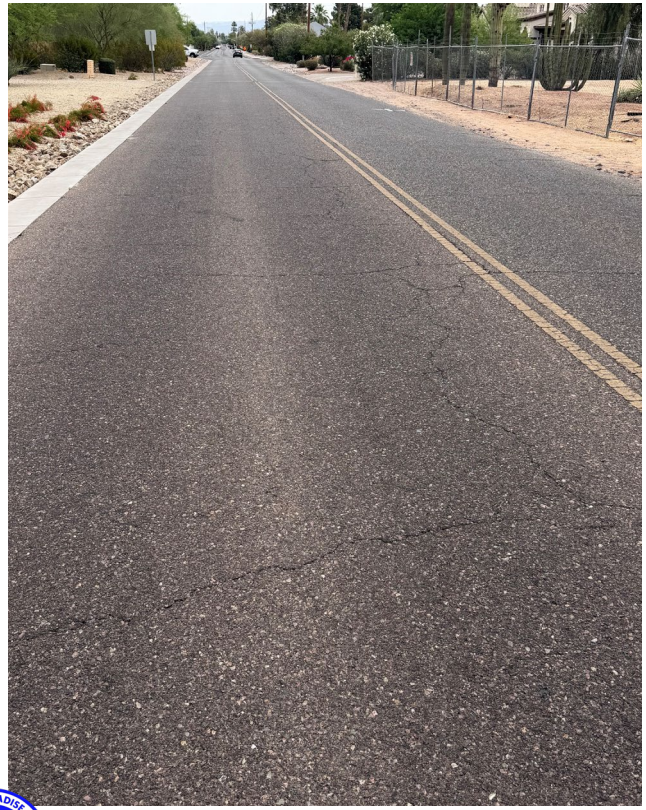


Chaparral Rd

- **Boundaries:** 68th St to Invergordon Rd
- **Approximately 1300 LF** with an average Pavement Condition Index (PCI) rating of 67
- **Recommendation:**
  - Asphalt Patch repairs & Micro-seal from 68th St to Invergordon Rd



Chaparral Rd



- Avg. PCI 67
- Block Cracking
- Minor Asphalt Patch Repairs
- Most Recent Maintenance 2016



Chaparral Rd





District 3

- **Boundaries:**

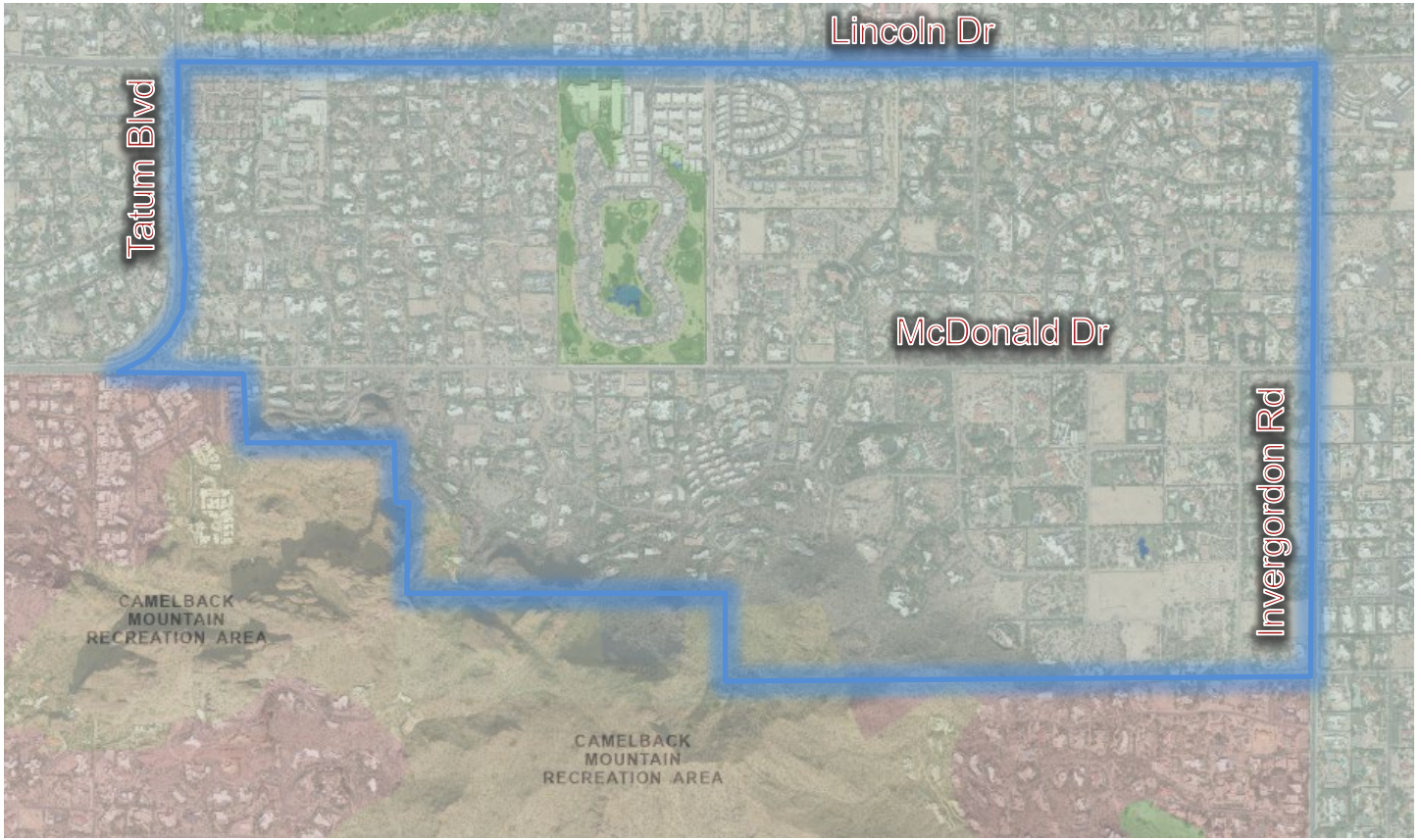
East - West Direction: Invergordon to Tatum
North - South Direction: Jackrabbit to Lincoln
Excluding McDonald

- **Approximately 8.7 linear miles of paved roads** with an average Pavement Condition Index (PCI) rating of 72

- **Recommendation:**

- Asphalt Patch repairs at various locations
- Utility Collar repairs at various locations
- Crack Seal
- Polymer Modified Master Seal (PMM) – Asphalt Based Pavement Sealer – majority of district
- Liquid Road – Asphalt Based Pavement Coating – at various roads

District 3



Excluding McDonald Dr

580

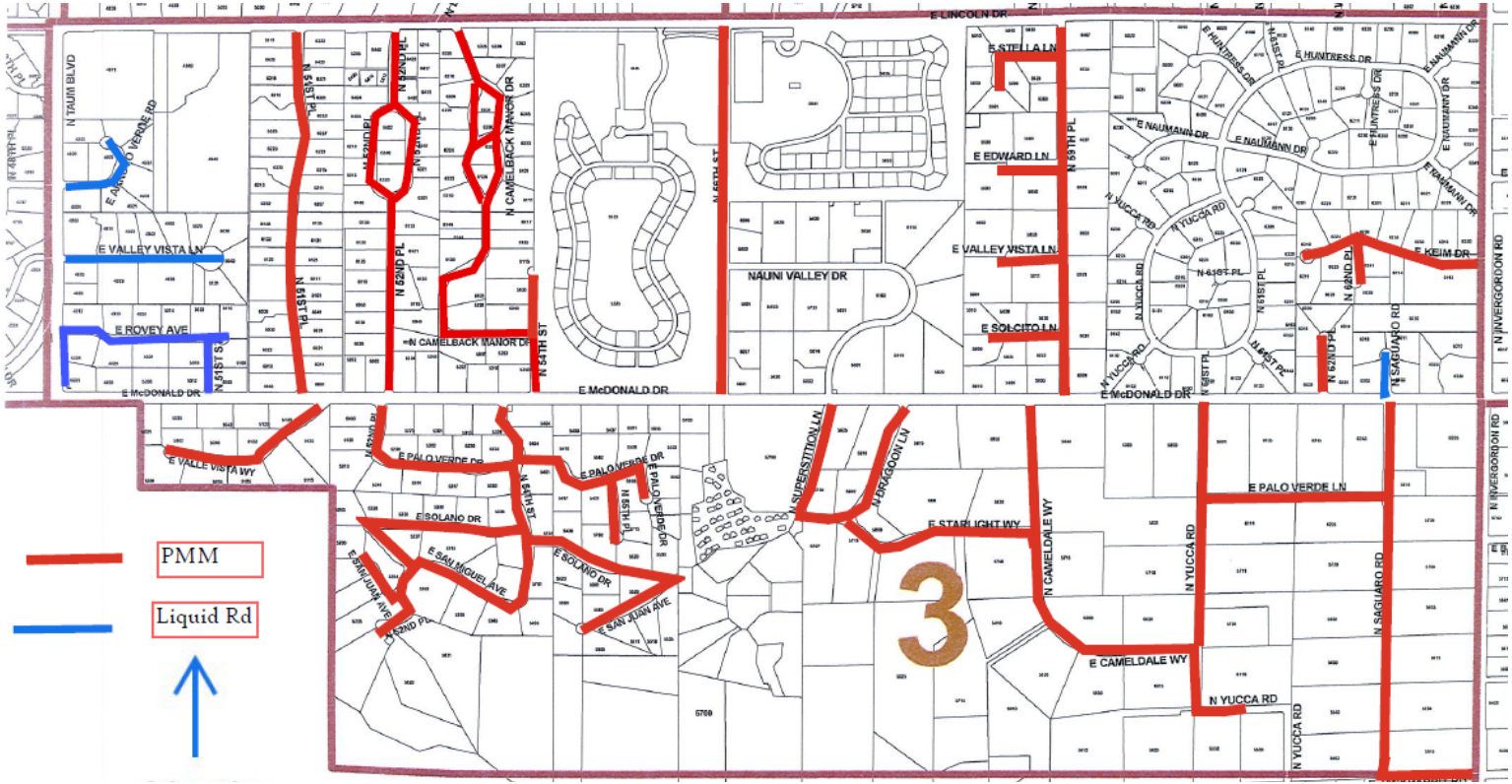
Polymer Modified Masterseal (PMM)



Liquid Road



District 3 – Phase Map



District 3



- Avg. PCI 72
- Block Cracking
- Minor Asphalt Patch Repairs
- Minor Raveling causing dislodged aggregate in various areas



Liquid Road & PMM



Raveling: separation of asphalt particles and loss of binders. Heavily oxidized Liquid Road Recommended

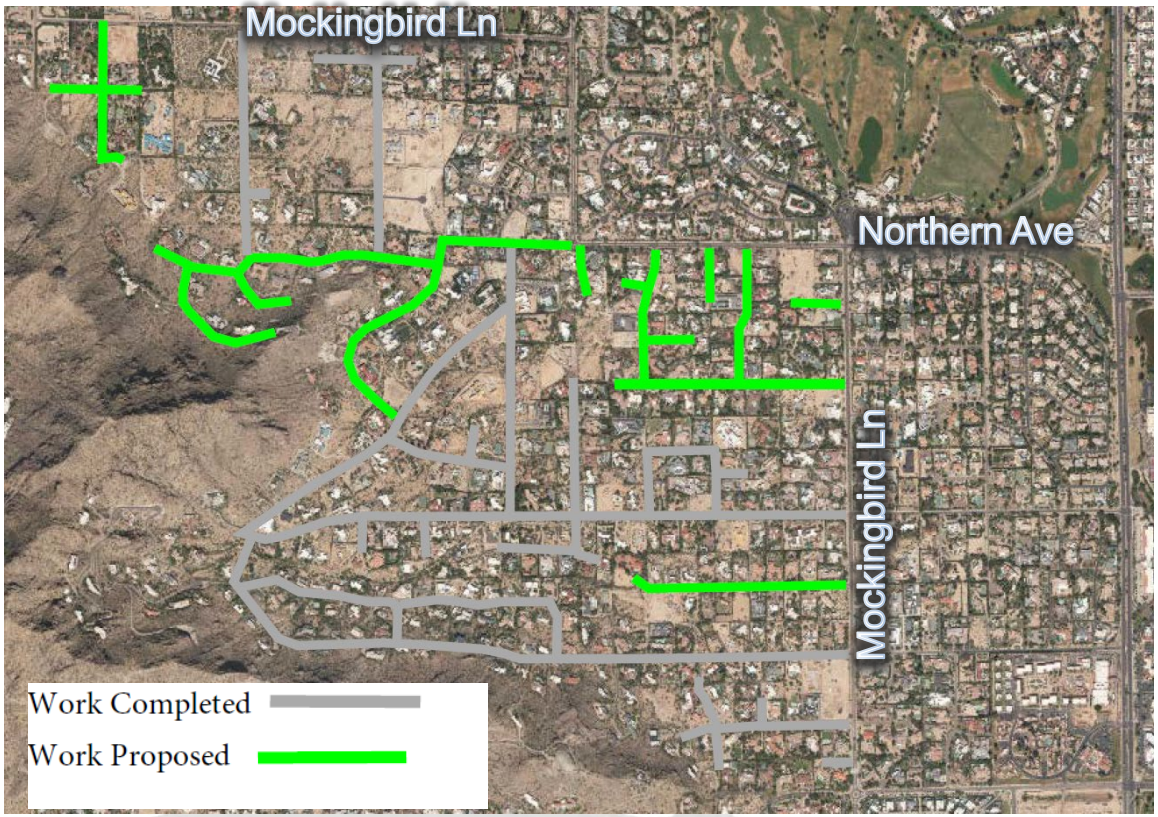
Minor Surface Oxidization: loss of oils in asphalt mix caused by UV Rays and other factors. Binder still present. PMM recommended



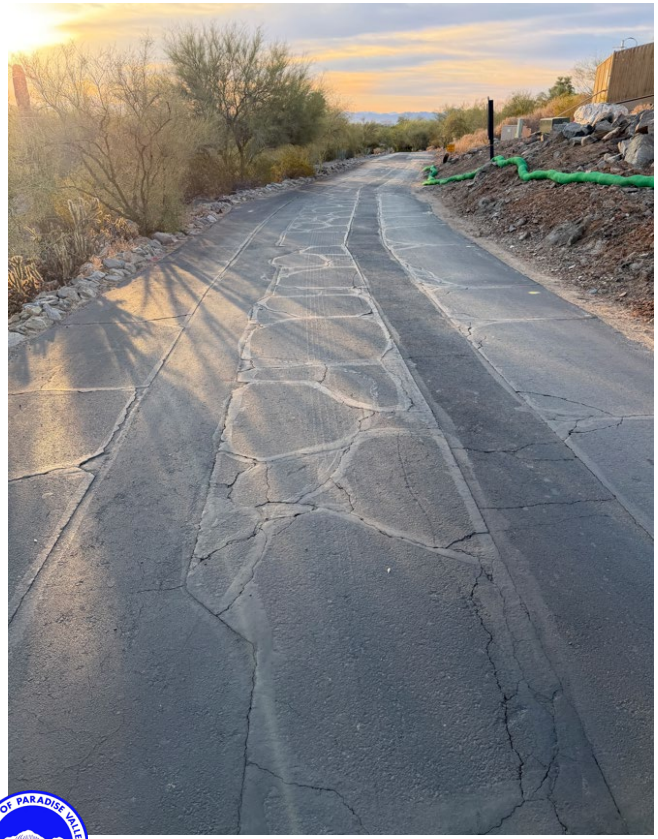
585

Maintenance District 6 (partial)

- **Areas of Surface Seal:** ½ of District 6, remainder of deferred areas from FY 26
- **11.9 total linear miles (6 miles planned for FY 27)** of streets with an average Pavement Condition Index (PCI) rating of 56
- **Recommendation:**
  - 2” mill and overlay
  - ADA improvements along Mockingbird
  - Valley Gutter installation at Mockingbird Ln & Cuarenta Ct



Maintenance District 6 (partial)

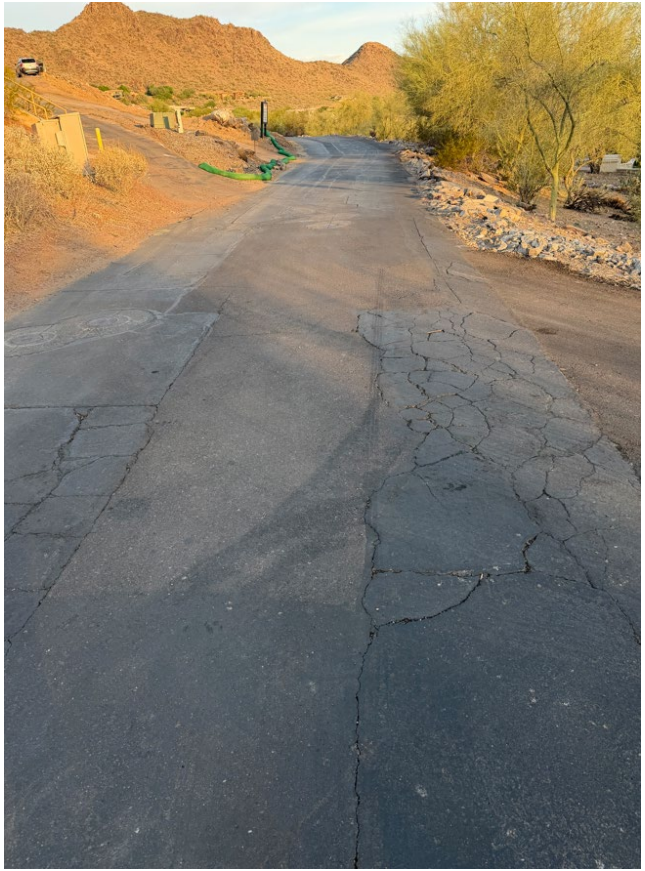


- Avg. PCI 56
- Alligator Cracking
- Utility trenching
- Raveling



587

Maintenance District 6 (partial)





Maintenance District 6 – Concrete Improvements



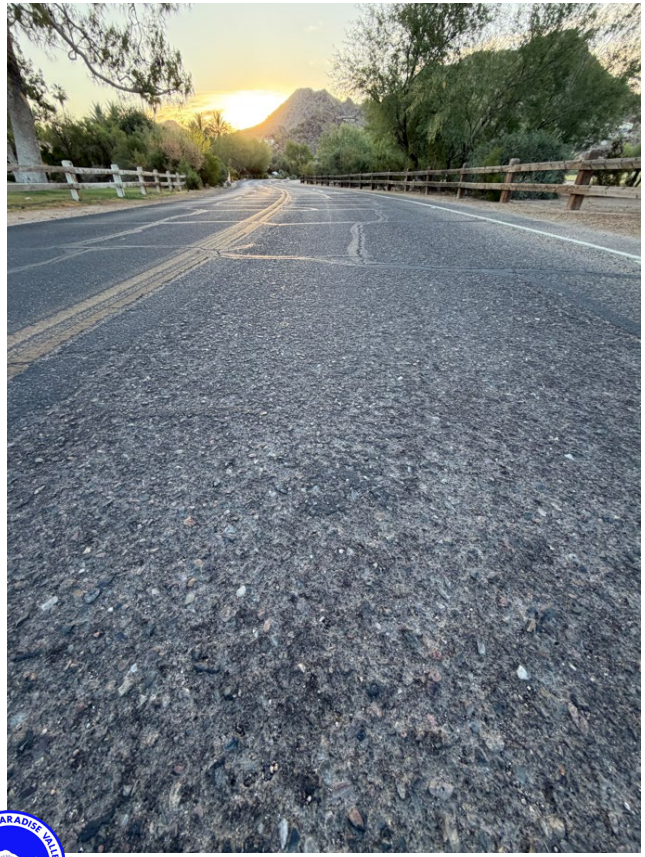


Desert Fairways (Partial)

- **Boundaries:** Between Tatum Blvd & Shadow Mountain
- **Approximately 0.3 miles** with an average Pavement Condition Index (PCI) rating of 65
- **Recommendation:**
  - Asphalt Patching & Micro-seal



Desert Fairways





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Tentative Project Schedule

- ❑ **Invergordon Rd:**
- **Sage to Chaparral:** July – August 2026
- **Sage to Lincoln:**
- Asphalt Patch July 2026
- Crack seal Winter 2026
- Micro-seal Spring 2027

- ❑ **Chaparral Rd:**
- Asphalt Patch July 2026
- Crack seal Winter 2026
- Micro-seal Spring 2027

- ❑ **District 6:**
- October - November 2026

- ❑ **District 3:**
- September - October 2026

- ❑ **Desert Fairways:**
- Spring 2027

FY2026/27 Costs Summary

- Invergordon (Chaparral to Lincoln)= $873,028.45
- Chaparral Rd= $93,469.00
- District 3 = $447,712.50
- ½ of District 6 = $2,387,951.50
- Desert Fairways Dr = $85,998.00
- **Total FY 27 Pavement Preservation Contract Cost = $3,888,159.45**
- 3% Contingency = $116,645 (Total Pavement Preservation budgeted amount $4.0M)

Summary of This Presentation

- ❑ Request Council approval of HURF Funds for the Annual Pavement Preservation Project via Contract # CON-25-031-PWB, Job Order No. 5, based on Cooperative Contract between MR Tanner and City of Buckeye for the total Contract Cost of $3,888,159.45

- ❑ FY27 Pavement Preservation Program Locations:

- Invergordon Rd (Chaparral to Lincoln)
- Chaparral Rd
- District 3
- Remainder of District 6
- Desert Fairways (Tatum to Shadow Mountain)

Questions?

Action Report

File #: 26-189

AGENDA TITLE:
Discussion and Possible Action to Award Community Services Funding for Fiscal Year 2026

RECOMMENDATION:
Authorize the Town Manager to execute funding agreements with the agencies listed in the staff report in the total amount of $190,000.

STAFF CONTACT:

TOWN
Of
PARADISE VALLEY

STAFF REPORT

TO: **Mayor Stanton and Town Council Members**

FROM: **Andrew B. Ching, Town Manager**
Amy Rebenar, Management Analyst

DATE: **June 11, 2026**

DEPARTMENT: Town Manager
Amy Rebenar, 480-348-3544

AGENDA TITLE:
FY 26 Community Services Funding Recommendations

SUMMARY STATEMENT:

The Town Council budgeted $265,000 in Fiscal Year 2026 for the Community Services Funding program. At the December 11th Study Session, the Town Council directed staff to conduct a competitive application process based upon needs in the community. After the conclusion of the competitive process, the application review committee met and has prepared funding recommendations for Council. The review committee was comprised of staff members from the Police Department and Town Manager's Office, as well as two members of Council appointed by the Mayor including Community Resource Officer Vasilije Sagovnovic, Town Manager Andrew Ching, Management Analyst Amy Rebenar, and ASU Intern Erin Sweeney, Vice Mayor Christine Labelle, and Councilmember Liepmann.

1. BACKGROUND – Fiscal Year 2026 Community Services Funding Program

At the December 11th Study Session, the Town Council discussed the annual Community Services Funding Program, and process. The policy which governs the program gives the Council discretion to either invite applications for funding from government, non-profit, educational institutions, or civic groups that provide valuable services to the community; or conduct a community service needs assessment to identify essential services not provided by the Town or under-served populations in need of assistance. There was Council consensus to direct staff to conduct a hybrid process with a narrow scope of work for needed services, and to invite applications for funding to address those needs.

An application process was initiated in March, with applications accepted through the end of April. The review committee identified the following agencies or programs that would provide needed services consistent with the Council's direction from submitted applications. Council received study session presentations on funding recommendations

on May 14 and May 28, and Council consensus provided at the May 28 indicated bringing forward the slate of recommendations as presented on May 28.

2. FUNDING RECOMMENDATIONS

Homeless Initiatives

Aris Foundation

The Aris Foundation is a non-profit organization based in Gilbert. Their mission is to serve individuals experiencing homelessness and crisis through outreach resource distribution, and pathways to long-term stabilization. The specific recommendation is to provide funding for their program to provide short-term emergency housing for homeless families in the Paradise Valley, Scottsdale, Tempe, and Mesa corridor, ensuring inclusion for any families connected to or referred from Paradise Valley. The program funds two-night motel stays paired with minimal stabilization support, ensuring families have immediate access to safe shelter while longer term solutions are coordinated.

Nexus: Because the Town of Paradise Valley does not provide direct services to unhoused individuals, there is a clear service gap for immediate, short-term stabilization options that can prevent families from entering prolonged homelessness or placing additional strain on emergency systems. The Aris Foundation serves homeless and at-risk families with children, with a primary focus on those experiencing immediate housing instability in the East Valley, including Tempe, Scottsdale, Mesa, and Paradise Valley, Arizona. The Aris Foundation has committed to ensuring inclusion of families connecting to or residing within Paradise Valley in their emergency assistance program.

Metrics: The Aris Foundation will service approximately 115 families annually, providing 230 nights of safe motel shelter with placement occurring within 24 hours for the majority of referrals and a utilization rate above 95%. The program has established the following metrics to track outputs, outcomes, and efficiency, which are tracked through intake logs, motel records, and partner follow-up:

- The percentage of families successfully placed into shelter (target 100%).
- The percentage exiting to a more stable situation such as reunification or transitional housing (target 60-75%).
- Successful connection to partner services (target 85%+).
- Cost per family of approximately $350.
- Administrative costs maintained at or below 3%.
- Repeat usage rates.
- Partner engagement.
- Client feedback.

It is recommended that the Town support this program in the amount of $50,000 in Fiscal Year 2026.

Phoenix Children's Hospital

Phoenix Children's Hospital is a non-profit organization based in Phoenix. Their mission is to advance hope, healing, and the highest quality healthcare for children and families. The specific recommendation is to provide funding for their Homeless Youth Outreach Program which provides comprehensive care and health navigation services to the unsheltered youth experiencing homelessness, poverty, abuse and other barriers to living

physically and emotionally healthy lives through their mobile medical units and fixed site clinics.

Nexus: The Maricopa County Regional Continuum of Care Office's 2025 Point-In-Time Count identified over 1,800 unsheltered youth. Nearly half of the children seen through the Homeless Youth Outreach program are aged 14 or older and often face additional challenges in obtaining consistent medical and behavioral healthcare dure to lack of insurance, financial hardship, and limited transportation. Phoenix Children's Hospital is committed to serving unhoused and low-income youth in Paradise Valley and will work with Paradise Valley Police Department on any referrals.

Metrics: Phoenix Children's Hospital will use the following metrics to track success:

- 1,700 unduplicated patients will be provided with exams or referrals.
- 100% of patients seen will be screened for medical and/or behavioral healthcare benefits.
- 250 new or existing patients will be enrolled for medical and/or behavioral healthcare benefits.

It is recommended that the Town support this program in the amount of $50,000 in Fiscal Year 2026.

Phoenix Rescue Mission

Phoenix Rescue Mission is a non-profit organization based in Phoenix. Their mission is to provide life-transforming solutions to people facing hunger, homelessness, addiction and trauma. The specific recommendation is to provide funding for their Street Outreach, Food Distribution and Transformations Program serving individuals with a high levels of food insecurity, unsheltered homelessness, and long-term recovery from addiction including direct outreach and support to individuals experiencing homelessness in and around Paradise Valley. Residential recovery campuses in Phoenix support men, women, and children.

Nexus: Phoenix Rescue Mission provides a continuum of care for unsheltered individuals throughout Maricopa County. Their Street Outreach team provides direct outreach to individuals experiencing homelessness in and around Paradise Valley, providing water, hygiene supplies, transportation, shelter navigation, and connections to long-term services. Phoenix Rescue Mission is committed to providing services for unhoused men, women, and children in Maricopa County, including those in and around Paradise Valley, and will work with Paradise Valley Police Department on any referrals.

Metrics: Phoenix Rescue Mission measures success through a combination of quantitative data tracking, outcome measurement, and continuous program evaluation. To measure the effectiveness of their Food Distribution Program, PRM uses the Link2Feed system to measure key outputs such as food boxes distributed, meals served, unduplicated households assisted, and demographic data. To measure the effectiveness of the Street Outreach Program, PRM uses three key indicators: contacts, engagements, and rescues, which represent the frequency of their contact with unhoused individuals as well as the individual outcomes of their clients. They also track water bottle and resource distributions, outreach engagement, and referrals to critical services. The Residential Recovery program uses the Case Worthy database to track participant engagement, program completion, and progress towards individual recovery goals by tracking

indicators such as stability in housing, progress in recovery, improved life skills, and successful transitions into independent living.

PRM has established the following goals for the upcoming fiscal year, spanning from July 1, 2026 through June 30, 2027:

- Operate at least four mobile pantry distributions per month in identified food deserts.
- Engage at least 3,000 individuals annually through their Street Outreach program.
- Facilitate at least 350 transitions into shelter, recovery, or other supportive services.
- Distribute 2 million bottles of water.
- Engage at least 600 unsheltered men in their Residential Recovery Program.
- Achieve at least 60% participation in wellness activities.

It is recommended that the Town support this program in the amount of $25,000 in Fiscal Year 2026.

UMOM

UMOM New Day Centers, Inc. is a non-profit organization based in Phoenix. Their mission is to end family homelessness by restoring hope and rebuilding lives. The specific request is to fund their UMOM Family Emergency Shelter Program, which offers safe, stable emergency shelter, combined with individualized services designed to help families exit homelessness as quickly as possible and build a path toward long-term stability and reduce the rising family homelessness rates.

Nexus: UMOM is committed to providing service to families with children who are experiencing homelessness in Maricopa County, including those in Paradise Valley, and will work with Paradise Valley Police Department on any referrals.

Metrics: To track client progress and outcomes, UMOM uses a web-based database through Social Solutions' Efforts to Outcomes (ETO) platform, fully integrated with the Homeless Management Information System (HMIS). ETO and HMIS fulfill all system compliance and reporting requirements for agencies mandated to use HMIS and fully meet the HMIS Data Standards established by the U.S. Department of Housing and Urban Development (HUD). As a secure Software as a Service solution, ETO automatically incorporates HUD required reporting updates, ensuring ongoing compliance without disruption to services.

UMOM has established the following goals for the upcoming fiscal year, spanning July 1, 2026 through June 30, 2027:

- UMOM will serve 2,000 families through its Family Emergency Shelter program.
- 80% of families will exit the program to permanent housing.
- 80% of adults will maintain or increase total income at program exit, including earned income and public benefits.
- 70% of adults will maintain or increase earned income at program exit.
- 90% of adults will be connected to mainstream public benefits at program exit.
- The average length of stay in emergency shelter will be approximately 120 days.

It is recommended that the Town support this program in the amount of $20,000 in Fiscal Year 2026.

Community Services for Older Adults, Youth, and Substance Abuse Response

Duet: Partners In Health and Aging

Duet is a private non-profit organization based in Phoenix. Their mission is to promote health and well-being for homebound adults and family caregivers. The Town has partnered with this organization for many years. The specific recommendation is to provide funding for their program called Vital Services for Paradise Valley Homebound Seniors. This program uses volunteers to provide transportation to homebound seniors and disabled adults to medical appointments, social service agencies, grocery stores, shopping centers and other locations. The volunteers also help unload groceries at their home or shop for and deliver groceries when needed. They assist with paperwork, minor home repairs, and other routine needs.

Nexus: In the past year, Duet served four Paradise Valley residents, including 13 on-demand rides to medical appointments and an ongoing volunteer match providing grocery shopping support. This reflects the program's role as a responsive, on-demand service for residents with intermittent but critical needs.

Metrics: Metrics for evaluating program success include increasing the number of Paradise Valley service recipients to up to eight and increasing the number of delivered services to a figure between 15 and 40 based on community need.

It is recommended that the Town continue to support this program in the amount of $5,000 in Fiscal Year 2026.

Friends of the Scottsdale Public Library

Friends of the Scottsdale Public Library is a non-profit organization based in Scottsdale. Their mission is to provide direct financial and volunteer support to the Scottsdale Public Library to expand the programs and experiences that help the community learn, grow, and connect. The specific recommendation is to provide funding for their program to purchase and install four Assistive Web-based Technology for Education (AWE) learning workstations for Scottsdale Libraries. These after-school workstations give youth ages 6-10 a safe, guided learning platform aligned to STEM/STEAM standards.

Nexus: Paradise Valley does not have a public library for residents to use. Residents in Paradise Valley often utilize public goods and recreation in neighboring municipalities. The Scottsdale Public Library reports that 2,160 library card holders are registered with an 85253-zip code, constituting approximately 17.25% of Town residents according to 2024 Census estimates

Metrics: AWE Learning Workstations can track usage. This data shows the additional need for more AWE Learning Workstations to serve the interests and needs of the children. Data is tracked monthly, including number of users, time spent on the stations, and peak usage periods. A recent 30-day sample across all four branches showed that 618 youth used the AWE stations for a total of 275.5 hours, with highest usage occurring after school (2-5pm on weekdays) and on Saturdays. Usage is expected to grow with the addition of workstations for ages 6-10. In addition to sharing usage metrics, informal feedback from parents and caregivers about how the workstations have supporting children's learning and development will be collected.

It is recommended that the Town support this program in the amount of $10,000 in Fiscal Year 2026.

Hushabye Nursery
Hushabye Nursery is a non-profit organization based in Phoenix. Their mission is to embrace substance exposed babies and their caregivers with compassionate, evidence-based neonatal abstinence syndrome (NAS) care and behavioral health care that changes the course of their entire lives. The specific funding recommendation is to provide funding for their program to provide Community-Based Maternal & Infant Health Stabilization and Relapse Prevention.

Nexus: In the state of Arizona, every 12 hours an infant is born painfully withdrawing from opioid dependency. Hushabye has served almost 1,200 babies and their families since opening their doors in November 2020, and their facility is located in Phoenix, a neighbor to Paradise Valley. Hushabye Nursery will provide services to Paradise Valley residents in need.

Metrics: Hushabye Nursery's outcome goals include increased infant and maternal stability and attachment; 90% of enrolled mothers complete at least one prenatal HOPPE (Hushabye Opioid Pregnancy Preparation and Empowerment) session; 75% of participants remain engaged postpartum during pilot period; increased maternal self-reported confidence in caregiving, self-care; observable improvement in early bonding behaviors (eye contact, soothing, responsiveness) and increased postpartum engagement This project will directly benefit approximately 125 unduplicated pregnant and parenting individuals over a 12-month period. Qualitative feedback will be gathered through brief caregiver interviews and standardized satisfaction surveys. Follow-up engagement indicators, including continued participation in services and connection to additional supports, will be reviewed monthly during Quality Assurance Performance Improvement (QAPI) meetings to guide ongoing program improvements.

It is recommended that the Town support this program in the amount of $25,000 in Fiscal Year 2026.

Valley Youth Theater
Valley Youth Theater is a non-profit organization based in Phoenix. Their mission is to inspire young people to be the best they can be through a variety of performing arts opportunities, serving as a safe place where young people from all backgrounds can learn and grow as individuals, performers, and leaders. The specific funding recommendation is provide funding for their Governor's Award-Winning Literacy and the Arts Program, which addresses the reading comprehension and literacy needs of K-8 students.

Nexus: Valley Youth Theatre has established longstanding ties within the Paradise Valley community through participation from Paradise Valley families, students, schools, and patrons in our programs and productions. Through the expansion of the Literacy and the Arts (LTA) program, VYA saw an opportunity to build stronger partnerships with Paradise Valley-area schools and families by helping remove any financial barriers associated with field trips and access to live theatre experiences.
In addition, Paradise Valley residents regularly attend VYT productions and participate in our educational offerings, including summer camps, spring break camps, workshops, and year-round classes. Throughout the years, young people from across the Valley, including

those connected to the Paradise Valley community, have participated throughout the season as actors, crew members, musicians, and students.

Metrics: The program will utilize Pre- and Post-Program Testing, measure participation and collect qualitative data. Students will undergo tests to measure improvements in reading comprehension and word association. The effectiveness of the program is indicated by the significant increase in test scores, which have historically shown an average improvement of 64 percentage points. VYT will track the number of students served, the number of performances attended, and the level of engagement in the program. This includes monitoring the participation rates from various schools and the number of books and study guides distributed. By combining these tools, VYT will be able to assess the effectiveness of the program in improving literacy skills, fostering creativity, and promoting long-term academic success among participating youth.

It is recommended that the Town support this program in the amount of $5,000 in Fiscal Year 2026.

NEXT STEP

Staff is asking for Council to approve the proposed funding recommendations for FY 2026.

BUDGET IMPACT

The Town Council budgeted $265,000 in FY 26 for community services and homelessness initiatives. The total recommended funding awards are within the existing budget.

ATTACHMENTS:

A. Staff Report
B. PowerPoint Presentation
C. Community Services Funding Resolution and Policy
D. Duet Annual Report 2025
E. Community Bridges Inc. Report 2025

TOWN OF PARADISE VALLEY

COMMUNITY SERVICES FUNDING
JUNE 11, 2026

Key Question

Staff is requesting approval of the FY 2026 Community Services Funding Recommendations as presented by the application review advisory committee.

Process

- December 11, 2025: Council provided direction for hybrid process including competitive application based on community needs
- May, 2025: Budget approval of Community Services Funding
- March, 2026: Notice of Funding/Request for Proposals (RFP) distributed
- April, 2026: Applications Received
- May, 2026: Applications scored by Mayor's Council designees and interdepartmental staff
- May 14: Recommendations Presented to Council
- May 28: Revised Recommendations Presented to Council
- **June 11: Seeking Council Approval of Funding Recommendations**
- FY 2027: Progress report from selected organizations required quarterly

Funding Recommendations

Homelessness Services:

- **Aris Foundation - $50,000**
  - Short-term emergency housing for homeless, homeless families.
- **Phoenix Children's Hospital - $50,000**
  - Homeless Youth Outreach, with mobile medical units, and comprehensive health navigation.
- **Phoenix Rescue Mission - $25,000**
  - Street outreach, residential recovery, food distribution program for homeless individuals
- **UMOM - $20,000**
  - Emergency shelter for homeless families with services to exit homelessness and build stability.

Community Services:

- **Duet - $5,000**
  - Provide transportation to homebound seniors and disabled adults
- **Friends of Scottsdale Public Library - $10,000**
  - Scottsdale Library to expand after-school learning capacity for children age 6-10 through safe technology
- **Hushabye Nursery - $25,000**
  - Services for substance-exposed babies and caregivers through neonatal abstinence syndrome care
- **Valley Youth Theater - $5,000**
  - Performing arts-based youth literacy program for K-8 students

Charitable Giving in Paradise Valley

Timeline – Historical

- Town has been supporting community service agencies since 1985
- ~40 different agencies have received funding over the years
- May 2014 – Res. 1304 approved Community Services Funding Policy
  - Applications – FY15 – FY20
  - Needs Assessment – FY21 – FY 25

Historical Awardees and Amounts

FY25:
- AZ Friends of Foster Children- $15,000
- Central Arizona Shelter Services- $35,000
- Duet Partners in Aging- $5,000
- MAG Homeless Initiatives- $200,000
- SUSD Foundation- $5,000
- Voices for CASA Children- $5,000

FY24:
- Central Arizona Shelter Services- $55,000
- Duet Partners in Aging- $10,000
- MAG Homeless Initiatives- $200,000

FY23:
- Central Arizona Shelter Services- $55,000
- Duet Partners in Aging- $10,000
- MAG Homeless Initiatives- $200,000
- McCormick-Stillman Ranch Railroad Park- $50,000

FY22:
- Central Arizona Shelter Services- $25,000
- Duet Partners in Aging- $10,000
- MAG Homeless Initiatives- $25,000

FY21:
- Duet Partners in Aging- $10,000
- Project Lifesaver- $15,000

Requests vs Recommendations

FY 2026 Community Services Funding		
Applicant	Request	Recommendation
The Aris Foundation	$62,000	$50,000
Phoenix Children's Hospital Foundation	$50,000	$50,000
Phoenix Rescue Mission	$25,000	$25,000
UMOM	$20,000	$20,000
Duet: Partners in Health and Aging	$5,000	$5,000
Friends of the Scottsdale Public Library	$10,000	$10,000
Hushabye Nursery	$25,000	$25,000
Valley Youth Theater	$5,000	$5,000
TOTAL	$202,000	$190,000

Key Question

Staff is requesting approval of the FY 2026 Community Services Funding Recommendations as presented by the application review advisory committee.

Questions?

RESOLUTION NUMBER 1304

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, ADOPTING THE TOWN OF PARADISE VALLEY COMMUNITY SERVICES FUNDING POLICY

WHEREAS, the Mission Statement of the Town of Paradise Valley states that the Town provides high quality public services to a community which values limited government; and

WHEREAS, the Town is not a "full service government" and relies on private and non-profit organizations to provide valuable services; and

WHEREAS, the Town Council has awarded funds to charitable and educational organizations for 29 year; and,

WHEREAS, the Town Council desires to modify criteria and process by which funding is awarded.

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL AS FOLLOWS:

SECTION 1. That the document known as the Community Services Funding Policy attached hereto as Exhibit A is hereby adopted.

SECTION 2. That all orders or resolutions in conflict shall be, and the same are, to the extent of such conflict, hereby repealed, and that this resolution shall be in full force and effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council this 8th day of May, 2014.

Scott P. LeMarr, Mayor

APPROVED AS TO FORM:

Andrew M. Miller, Town Attorney

ATTEST:

Duncan Miller, Town Clerk

STATE OF ARIZONA)
:ss.
COUNTY OF MARICOPA)

CERTIFICATION

I, Duncan Miller, Town Clerk of the Town of Paradise Valley, Arizona hereby certify that the following is a full, true, and correct copy of Resolution Number 1304 duly passed and adopted by a majority vote of the Town Council called and held on the 8th day of May, 2014. Said Resolution appears in the minutes of said meeting, and the same has not been rescinded or modified and is now in full force and effect.

I further certify that said municipal corporation is duly organized and existing, and has the power to take the action called for by the Resolution.

Duncan Miller, Town Clerk



Town of Paradise Valley
Community Services Funding Policy

ELIGIBLE PROGRAMS

The Town of Paradise Valley will consider requests for funding assistance from local and regional organizations on an annual basis, subject to budget appropriation. Community services organizations may include government, private non-profit, educational institutions, or civic groups that provide educational opportunities, civic enrichment, valuable services to at-risk youth and the elderly, or services that promote health, safety and welfare. Preference will be given to programs that directly serve the Town and its residents.

PROCESS

Needs Assessment

At the Council's discretion, the Town may conduct a community services needs assessment to identify essential services or under-served populations. Based on those findings, the Town Council may direct Staff to investigate agencies or organizations which addresses the services identified by the Council as priorities. The Council shall vote to approve funding, subject to budget, for all such services identified as priorities.

Application

The Town may also invite applications for funding assistance through local print media, social media, and other direct outreach methods. Following the application deadline, the Mayor shall appoint two Council Members to review the applications and assist the Town Manager, or his designee, in drafting funding recommendations. The Town Council shall approve funding agreements, subject to budget, for organizations based on the recommendations from the Council review group. The agreements shall include a provision stating that award of funding does not obligate the expenditure of Town funds beyond the close of the fiscal year in which this agreement is executed.

APPLICATION EVALUATION CRITERIA

Applications must demonstrate a well-defined sense of purpose, a commitment to maximizing available resources to meet clearly defined objectives, and/or delivering high-quality programs and services. Each application will be scored on:

1. Program Description
    a. Does the application adequately describe the program to be funded?
    b. Are the program's goals clear and obtainable?
2. Program Need Assessment
    a. Does the program or service address needs in Paradise Valley?
    b. Is the program focused on an important or underserved need?

3. Program Performance Measurement
    a. Does the application explain how the program or services will be measured and evaluated?
    b. Are the proposed outcomes meaningful?
4. Demonstrated Ability
    a. Has the applicant demonstrated the ability to carry out the program or service?
    b. Can the applicant provide timely performance reporting and contract compliance?
5. Town's Mission
    a. Is the program or service consistent with the Town's Mission Statement?

Duet
Partners In Health & Aging

Duet: Partners In Health & Aging is a nonprofit organization based in Phoenix, Arizona, providing free-of-charge services for over 45 years to improve the quality of life for homebound older adults, family caregivers, and grandparents raising grandchildren. Duet's vision is a community where every person ages with compassion, dignity, and hope.

Core Services Impact – FY2025

Individuals Served	Services Provided	Active Volunteers
2,615	9,776	404

Family Caregiver Services

Supporting family caregivers with emotional support and practical guidance:

- **Support Groups**
  Virtual and in-person opportunities to be in a caring and understanding environment with others in similar situations. Support groups help caregivers find camaraderie, express frustrations in a safe space, and learn coping strategies.
- **Educational Workshops & Webinars**
  Our educational events are designed to help family caregivers manage stress and improve their caregiving skills. These events feature expert speakers who provide valuable insights and practical strategies, helping them stay informed and empowered on their journey.
- **One-on-One Guidance**
  Family caregivers connect with community services, ask questions, and receive helpful suggestions and referrals from Duet staff.
- **Meaning & Hope Institute**
  Duet's Meaning & Hope Institute offers family caregivers of individuals with dementia on-demand tools, meaningful connections, and critical support such as the *Finding Meaning and Hope* (FMH) discussion series, based on Dr. Pauline Boss's groundbreaking book *Loving Someone Who Has Dementia*. The Institute also hosts a virtual platform with on-demand emotional support and physical support to support family caregivers and professionals.
- **Next Chapter in My Life**
  This five-session program helps caregivers nearing the end of their journey find meaning, connection, and purpose in life after caregiving. Caregivers gain tools to help them reflect, reset, and move forward with confidence as they navigate the transition.
- **Peer Mentor Program**
  Our peer support program pairs seasoned caregivers with those new to the caregiving journey. Through regular check-ins and shared experiences, this program offers emotional support and practical advice from someone who understands the challenges they face.

Family Caregivers Impact – FY2025

Caregivers Served	Services Provided	Peer Mentors	FMH Facilitators
1,051	3,827	35	87

Homebound Adult Services

Helping homebound older adults (neighbors) age in place with confidence:

- **Compassionate transportation and grocery shopping**
  Duet matches vetted and trained volunteers with homebound neighbors to take them to the grocery store or pick up groceries for them. Volunteers also drive neighbors to and from medical appointments and essential services. Our compassionate volunteers provide more than just a ride, they're someone to check-in and socialize with along the way.
- **Friendly visiting and friendly phoning**
  Duet matches volunteers with neighbors for weekly in-home visits and/or phone calls to stay connected and combat the negative impacts of loneliness and isolation.
- **Paperwork and technology assistance**
  Volunteers help neighbors once or twice a month sort and/or read mail, handle correspondence, and pay bills. They can also help neighbors stay connected with others using a smartphone, tablet, or computer by teaching them how to utilize technology.
- **Minor handyperson services**
  Duet has volunteers who can take care of minor home and safety repairs. Examples include changing air filters, light bulbs, and smoke detector batteries.

Homebound Neighbors Impact – FY2025

Neighbors Served	Services Provided	Active Volunteers	Volunteer Hours
446	2,008	254	9,941

Kinship Care Services

Empowering grandparents raising grandchildren with support and connection:

- **GrandKin Café Support groups**
  Virtual and in-person groups in English and Spanish where grandparents raising grandchildren can connect with others facing similar journeys to learn about community resources and explore topics that impact their grandfamily.
- **Educational workshops**
  Virtual and in-person, special topics on how to care for the kinship caregiver and their grandchildren. They connect with peers, acquire new skills, and strengthen their support networks.
- **Grandfamily outings**
  Recreational outings for grandchildren to socialize with children in similar situations and a way for grandparents to participate in fun activities with grandchildren.
- **Legal guidance & assistance**
  Grandfamilies get help preparing legal documents such as guardianship, non-parent custody, and private dependency petitions from a certified paralegal through a referral.
- **Kid's activities funds**
  Kinship caregivers receive up to $250 per grandchild/year for extracurricular activities and camps for grandchildren to have fun while grandparents take a little break.
- **Personalized guidance**
  Duet staff help grandfamilies navigate community services and resources, providing helpful suggestions and referrals for critical needs.

Grandfamilies Impact – FY2025

Grandparents Served	Grandchildren Served	Services Provided	Active Volunteers
447	671	3,941	28

Construction and site upgrades: Through the generous investment of $200,000 from the Town of Paradise Valley, Community Bridges, Inc. (CBI) implemented several critical infrastructure and site enhancements at the Rio Fresco shelter. These improvements included the replacement of the facility's chiller system to ensure reliable and efficient climate control for residents, the installation of protective fencing to secure and extend the lifespan of the new equipment, and the creation of a professionally painted mural within the common living area.

Collectively, these upgrades not only strengthen the operational integrity and safety of the facility but also enhance the overall environment, contributing to a more welcoming and dignified space for individuals receiving services.

Program Outcomes and Participant Impact

During Fiscal Year 2024, the Rio Fresco Shelter and Healing Center provided comprehensive services to 300 individuals experiencing homelessness and behavioral health challenges. Of those served, 33% successfully exited to positive housing destinations, demonstrating meaningful progress toward stable, long-term housing outcomes.

At the time of program exit**,** 53% of participants (n = 160) were enrolled in one or more forms of health insurance, with Medicaid representing the most common source of coverage**.** This level of enrollment reflects significant strides in connecting individuals to critical healthcare resources, supporting both immediate stabilization and ongoing wellness.

In addition, among adult participants, 25% (n = 76) reported having one or more sources of income at exit, indicating increased self-sufficiency and financial stability. This outcome highlights the program's effectiveness in supporting individuals in building the resources necessary to sustain independent living.

Collectively, these outcomes underscore Rio Fresco's role in advancing housing stability, improving access to healthcare, and fostering pathways toward greater self-reliance for the individuals it serves.

CoC APR Report Results - Date Ran: 02/06/2025 11:12:30 AM - Report ID: 258513

4a - Project Identifiers in HMIS

#	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	All

Organization Name	Org. ID	Project Name	Project ID	HMIS Project Type	RRH Subtype	Coordinated Entry Access Point	Affiliated with a residential project	Project IDs of Affiliation	CoC Number	Geocode	Victim Service Provider	HMIS Software Name and Version Number	Report Start Date	Report End Date	Total Active Clients	Total Active Households
*CBI - Community Bridges - HMIS	14626	CBI - Rio Fresco - ESG-PHX - ES	47155	Emergency Shelter - Entry Exit (HUD)		No			AZ-502	040330	No	WellSky Community Services	2023-10-01	2024-09-30	300	258

Showing 1-1 of 1

5a - Report Validations Table

Report Validations Table	Count of Clients for DQ	Count of Clients
1. Total Number of Persons Served	300	300
2. Number of Adults (age 18 or over)	300	300
3. Number of Children (under age 18)	0	0
4. Number of Persons with Unknown Age	0	0
5. Number of Leavers	177	177
6. Number of Adult Leavers	177	177
7. Number of Adult and Head of Household Leavers	177	177
8. Number of Stayers	123	123
9. Number of Adult Stayers	123	123
10. Number of Veterans	16	16
11. Number of Chronically Homeless Persons	168	168
12. Number of Youth Under Age 25	8	8
13. Number of Parenting Youth Under Age 25 with Children	0	0
14. Number of Adult Heads of Household	258	258
15. Number of Child and Unknown-Age Heads of Household	0	0
16. Heads of Households and Adult Stayers in the Project 365 Days or More	20	20

6a - Data Quality: Personally Identifiable Information

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total	% of Issue Rate
Name (3.01)	0	0	0	0	0%
Social Security Number (3.02)	0	0	0	0	0%
Date of Birth (3.03)	0	0	0	0	0%
Race and Ethnicity (3.04)	0	1		1	0%
Gender (3.06)	0	1		1	0%
Overall Score				1	0%

6b - Data Quality: Universal Data Elements

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total	% of Issue Rate
Veteran Status (3.7)	0	0	0	0	0%
Project Start Date (3.10)			0	0	0%
Relationship to Head of Household (3.15)		0	0	0	0%
Enrollment CoC (3.16)		0	0	0	0%
Disabling Condition (3.8)	0	0	0	0	0%

6c - Data Quality: Income and Housing Data Quality

Data Element	Client Doesn't Know/Prefers Not to Answer	Information Missing	Data Issues	Total	% of Issue Rate
Destination (3.12)	0	0		0	0%
Income and Sources (4.2) at Start	0	0	1	1	0%
Income and Sources (4.2) at Annual Assessment	0	0	0	0	0%
Income and Sources (4.2) at Exit	0	0	2	2	1%

6d - Data Quality: Chronic Homelessness

Entering into project type	Count of total records	Missing time in institution (3.917.2)	Missing time in housing (3.917.2)	Approximate date this episode started (3.917.3) Missing	Number of times (3.917.4) DK/PNTA/ missing	Number of months (3.917.5) DK/PNTA/ missing	% of records unable to calculate
ES-EE, ES-NbN, SH, Street Outreach	300			0	1	0	0%
TH	0	0	0	0	0	0	0%
PH(all)	0	0	0	0	0	0	0%
CE	0	0	0	0	0	0	0%
SSO, Day Shelter, HP	0	0	0	0	0	0	0%
Total	300						0%

6e - Data Quality: Timeliness

Time For Record Entry	Number of Project Start Records	Number of Project Exit Records
< 0 days	1	0
0 days	132	91
1 - 3 days	30	47
4 - 6 days	2	3

7 - 10 days	2	10
11+ days	18	26

6f - Data Quality: Inactive Records: Street Outreach and Emergency Shelter

	# of Records	# of Inactive Records	% of Inactive Records
Contact (Adults and Heads of Household in Street Outreach or ES - NBN)	0	0	0%
Bed Night (All clients in ES - NBN)	0	0	0%

7a - Number of Persons Served

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Adults	300	300	0		0
Children	0		0	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	300	300	0	0	0
For PSH and RRH - the total persons served who moved into housing	0	0	0	0	0

7b - Point-in-Time Count of Persons on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
January	130	130	0	0	0
April	128	128	0	0	0
July	125	125	0	0	0
October	130	130	0	0	0

8a - Number of Households Served

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Total Households	258	258	0	0	0
For PSH and RRH - the total households served who moved into housing	0	0	0	0	0

8b - Point-in-Time Count of Households on the Last Wednesday

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
January	110	110			
April	108	108			
July	106	106			
October	112	112			

9a - Number of Persons Contacted

	All Persons Contacted	First Contact - NOT staying on the Streets, ES, or SH	First contact - WAS staying on Streets, ES, or SH	First contact - Worker unable to determine
Once	0	0	0	0
2-5 Times	0	0	0	0
6-9 Times	0	0	0	0
10+ Times	0	0	0	0
Total Persons Contacted	0	0	0	0

9b - Number of Persons Engaged

	All Persons Contacted	First Contact - NOT staying on the Streets, ES, or SH	First contact - WAS staying on Streets, ES, or SH	First contact - Worker unable to determine
Once	0	0	0	0
2-5 Times	0	0	0	0
6-9 Times	0	0	0	0
10+ Times	0	0	0	0
Total Persons Engaged	0	0	0	0
Rate of Engagement	0%	0%	0%	0%

10a - Gender

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Woman	136	136	0	0	0
Man	161	161	0	0	0
Culturally Specific Identity	0	0	0	0	0
Transgender	1	1	0	0	0
Non-Binary	0	0	0	0	0
Questioning	0	0	0	0	0
Different Identity	1	1	0	0	0
Woman/Man	0	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0	0
Woman/Transgender	0	0	0	0	0
Woman/Non-Binary	0	0	0	0	0
Woman/Questioning	0	0	0	0	0
Woman/Different Identity	0	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0	0

Man/Transgender	0	0	0	0	0
Man/Non-Binary	0	0	0	0	0
Man/Questioning	0	0	0	0	0
Man/Different Identity	0	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0	0
Transgender/Non-Binary	0	0	0	0	0
Transgender/Questioning	0	0	0	0	0
Transgender/Different Identity	0	0	0	0	0
Non-Binary/Questioning	0	0	0	0	0
Non-Binary/Different Identity	0	0	0	0	0
Questioning/Different Identity	0	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	1	1	0	0	0
Total	300	300	0	0	0

11 - Age

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Under 5	0		0	0	0
5 - 12	0		0	0	0
13 - 17	0		0	0	0
18 - 24	10	10	0		0
25 - 34	35	35	0		0
35 - 44	70	70	0		0
45 - 54	70	70	0		0
55 - 64	81	81	0		0
65 +	34	34	0		0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	300	300	0	0	0

12 - Race and Ethnicity

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
American Indian, Alaska Native, or Indigenous	11	11	0	0	0
Asian or Asian American	2	2	0	0	0
Black, African American, or African	69	69	0	0	0
Hispanic/Latina/e/o	30	30	0	0	0
Middle Eastern or North African	0	0	0	0	0
Native Hawaiian or Pacific Islander	4	4	0	0	0
White	136	136	0	0	0
Asian or Asian American & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
Black, African American, or African & American Indian, Alaska Native, or Indigenous	5	5	0	0	0
Hispanic/Latina/e/o & American Indian, Alaska Native, or Indigenous	2	2	0	0	0
Middle Eastern or North African & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
Native Hawaiian or Pacific Islander & American Indian, Alaska Native, or Indigenous	0	0	0	0	0
White & American Indian, Alaska Native, or Indigenous	3	3	0	0	0
Black, African American, or African & Asian or Asian American	0	0	0	0	0
Hispanic/Latina/e/o & Asian or Asian American	0	0	0	0	0
Middle Eastern or North African & Asian or Asian American	0	0	0	0	0
Native Hawaiian or Pacific Islander & Asian or Asian American	0	0	0	0	0
White & Asian or Asian American	1	1	0	0	0
Hispanic/Latina/e/o & Black, African American, or African	1	1	0	0	0
Middle Eastern or North African & Black, African American, or African	0	0	0	0	0
Native Hawaiian or Pacific Islander & Black, African American, or African	1	1	0	0	0
White & Black, African American, or African	2	2	0	0	0
Middle Eastern or North African & Hispanic/Latina/e/o	0	0	0	0	0
Native Hawaiian or Pacific Islander & Hispanic/Latina/e/o	0	0	0	0	0
White & Hispanic/Latina/e/o	32	32	0	0	0
Native Hawaiian or Pacific Islander & Middle Eastern or North African	0	0	0	0	0
White & Middle Eastern or North African	0	0	0	0	0
White & Native Hawaiian or Pacific Islander	0	0	0	0	0
Multiracial - more than 2 races/ethnicity, with one being Hispanic/Latina/e/o	0	0	0	0	0
Multiracial - more than 2 races, where no option is Hispanic/Latina/e/o	0	0	0	0	0

Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	1	1	0	0	0
Total	300	300	0	0	0

13a1 - Physical and Mental Health Conditions at Start

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
Mental Health Disorder	167	167	0	0	0	0
Alcohol Use Disorder	19	19	0	0	0	0
Drug Use Disorder	72	72	0	0	0	0
Both Alcohol and Drug Use Disorders	43	43	0	0	0	0
Chronic Health Condition	168	168	0	0	0	0
HIV/AIDS	16	16	0	0	0	0
Development Disability	47	47	0	0	0	0
Physical Disability	136	136	0	0	0	0

13b1 - Physical and Mental Health Conditions at Exit

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
Mental Health Disorder	97	97	0	0	0	0
Alcohol Use Disorder	15	15	0	0	0	0
Drug Use Disorder	45	45	0	0	0	0
Both Alcohol and Drug Use Disorders	27	27	0	0	0	0
Chronic Health Condition	98	98	0	0	0	0
HIV/AIDS	10	10	0	0	0	0
Development Disability	24	24	0	0	0	0
Physical Disability	75	75	0	0	0	0

13c1 - Physical and Mental Health Conditions of Stayers

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
Mental Health Disorder	74	74	0	0	0	0
Alcohol Use Disorder	5	5	0	0	0	0
Drug Use Disorder	30	30	0	0	0	0
Both Alcohol and Drug Use Disorders	21	21	0	0	0	0
Chronic Health Condition	71	71	0	0	0	0
HIV/AIDS	6	6	0	0	0	0
Development Disability	24	24	0	0	0	0
Physical Disability	66	66	0	0	0	0

13a2 - Number of Conditions at Start

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
None	27	27	0	0	0	0
1 Condition	57	57	0	0	0	0
2 Conditions	68	68	0	0	0	0
3+ Conditions	136	136	0	0	0	0
Condition Unknown	12	12	0	0	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0	0
Data Not Collected	0	0	0	0	0	0
Total	300	300	0	0	0	0

13b2 - Number of Conditions at Exit

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
None	16	16	0	0	0	0
1 Condition	37	37	0	0	0	0
2 Conditions	39	39	0	0	0	0
3+ Conditions	82	82	0	0	0	0
Condition Unknown	3	3	0	0	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0	0
Data Not Collected	0	0	0	0	0	0
Total	177	177	0	0	0	0

13c2 - Number of Conditions for Stayers

	Total Persons	Without Children	Adults in HH with Children and Adults	Children in HH with Children and Adults	With Only Children	Unknown Household Type
None	8	8	0	0	0	0
1 Condition	20	20	0	0	0	0
2 Conditions	30	30	0	0	0	0
3+ Conditions	60	60	0	0	0	0
Condition Unknown	5	5	0	0	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0	0
Data Not Collected	0	0	0	0	0	0
Total	123	123	0	0	0	0

14a - History of Domestic Violence, Sexual Assault, Dating Violence, Stalking, or Human Trafficking

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Yes	92	92	0	0	0
No	205	205	0	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	3	3	0	0	0
Total	300	300	0	0	0

14b - Most recent experience of domestic violence, sexual assault, dating violence, stalking, or human trafficking

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Within the past three months	13	13	0	0	0
Three to six months ago	7	7	0	0	0
Six months to one year	6	6	0	0	0
One year ago, or more	65	65	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	1	1	0	0	0
Total	92	92	0	0	0

15 - Living Situation

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					
Place not meant for habitation	202	202	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	54	54	0	0	0
Safe Haven	1	1	0	0	0
Subtotal	257	257	0	0	0
Institutional Situations					
Foster care home or foster care group home	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	2	2	0	0	0
Jail, prison, or juvenile detention facility	3	3	0	0	0
Long-term care facility or nursing home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	3	3	0	0	0
Substance abuse treatment facility or detox center	1	1	0	0	0
Subtotal	9	9	0	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless youth)	7	7	0	0	0
Residential project or halfway house with no homeless criteria	4	4	0	0	0
Hotel or motel paid for without emergency shelter voucher	2	2	0	0	0
Host Home (non-crisis)	1	1	0	0	0
Staying or living in a friend's room, apartment, or house	3	3	0	0	0
Staying or living in a family member's room, apartment, or house	1	1	0	0	0
Subtotal	18	18	0	0	0
Permanent Situations					
Rental by client, no ongoing housing subsidy	7	7	0	0	0
Rental by client, with ongoing housing subsidy	5	5	0	0	0
Owned by client, with ongoing housing subsidy	1	1	0	0	0
Owned by client, no ongoing housing subsidy	2	2	0	0	0
Subtotal	15	15	0	0	0
Client Doesn't Know/Prefers Not to Answer	1	1	0	0	0
Data Not Collected	0	0	0	0	0
Subtotal	1	1	0	0	0
Total	300	300	0	0	0

16 - Cash Income - Ranges

	Income at Start	Income at Latest Annual Assessment for Stayers	Income at Exit for Leavers
No Income	182	12	100
$1 - 150	2	2	0
$151 - $250	2	0	0
$251 - $500	4	0	2
$501 - $1000	42	2	22
$1001 - $1500	23	0	14
$1501 - $2000	29	3	17
$2001 +	16	1	20
Client Doesn't Know/Prefers Not to Answer	0	0	0
Data Not Collected	0	0	2
Number of adult stayers not yet required to have an annual assessment		103	
Number of adult stayers without required annual assessment		0	
Total Adults	300	123	177

17 - Cash Income - Sources

	Income at Start	Income at Latest Annual Assessment for Stayers	Income at Exit for Leavers

Earned Income	20	1	17
Unemployment Insurance	0	0	0
Supplemental Security Income (SSI)	53	3	33
Social Security Disability Insurance (SSDI)	35	4	21
VA Service - Connected Disability Compensation	5	0	4
VA Non-Service Connected Disability Pension	1	0	1
Private Disability Insurance	0	0	0
Worker's Compensation	0	0	0
Temporary Assistance for Needy Families (TANF)	0	0	0
General Assistance (GA)	0	0	0
Retirement Income from Social Security	13	1	8
Pension or retirement income from a former job	5	0	4
Child Support	1	0	0
Alimony and other spousal support	2	0	2
Other Source	5	1	2
Adults with Income Information at Start and Annual Assessment/Exit		20	0

18 - Client Cash Income Category - Earned/Other Income Category - by Start and Annual Assessment/Exit Status

Number of Adults by Income Category	Number of Adults at Start	Number of Adults at Annual Assessment (Stayers)	Number of Adults at Exit (Leavers)
Adults with Only Earned Income (i.e., Employment Income)	19	1	16
Adults with Only Other Income	98	7	58
Adults with Both Earned and Other Income	1	0	1
Adults with No Income	182	12	102
Adults with Client Doesn't Know/Client Prefers Not to Answer Information	0	0	0
Adults with Missing Income Information	0	0	0
Number of adult stayers not yet required to have an annual assessment		103	
Number of adult stayers without required annual assessment		0	
Total Adults	300	123	177
1 or More Source of Income	119	8	76
Adults with Income Information at Start and Annual Assessment/Exit		20	177

19a1 - Client Cash Income Change - Income Source - by Start and Latest Status

Income Change by Income Category (Universe: Adult Stayers with Income Information at Start and Annual Assessment)	Had Income Category at Start and Did Not Have It at Annual Assessment	Retained Income Category But Had Less $ at Annual Assessment Than at Start	Retained Income Category and Same $ at Annual Assessment as at Start	Retained Income Category and Increased $ at Annual Assessment	Did Not Have the Income Category at Start and Gained the Income Category at Annual Assessment	Did Not Have the Income Category at Start or at Annual Assessment	Total Adults (including those with No Income)	Performance Measure: Adults who Gained or Increased Income from Start to Annual Assessment, Average Gain	Performance measure: Percent of Persons who Accomplished this Measure
Number of Adults with Earned Income (i.e., Employment Income)	0	0	1	0	0	19	20	0	0%
Average Change in Earned Income									
Number of Adults with Other Income	0	1	5	1	0	13	20	1	5%
Average Change in Other Income		-400		1450				1450	
Number of Adults with Any Income (i.e., Total Income)	0	1	6	1	0	12	20	1	5%
Average Change in Overall Income		-400		1450			52	1450	

19a2 - Client Cash Income Change - Income Source - by Start and Exit

Income Change by Income Category (Universe: Adult Leavers with Income Information at Start and Exit)	Had Income Category at Start and Did Not Have It at Exit	Retained Income Category But Had Less $ at Exit Than at Start	Retained Income Category and Same $ at Exit as at Start	Retained Income Category and Increased $ at Exit	Did Not Have the Income Category at Start and Gained the Income Category at Exit	Did Not Have the Income Category at Start or at Exit	Total Adults (including those with No Income)	Performance Measure: Adults who Gained or Increased Income from Start to Exit, Average Gain	Performance measure: Percent of Persons who Accomplished this Measure
Number of Adults with Earned Income (i.e., Employment Income)	0	1	10	2	4	160	177	6	3%
Average Change in Earned Income		-500		1604	3170			2648	
Number of Adults with Other Income	0	1	49	8	1	117	177	9	5%
Average Change in Other Income		-614		975	1040			982	
Number of Adults with Any Income (i.e., Total Income)	0	2	58	11	4	101	177	15	8%
Average Change in Overall Income		-557		1095	3170		133	1648	

19b - Disabling Conditions and Income for Adults at Exit

	AO: Adult with Disabling Condition	AO: Adult without Disabling Condition	AO: Total Adults	AO: percent with Disabling Condition by Source	AC: Adult with Disabling Condition	AC: Adult without Disabling Condition	AC: Total Adults	AC: percent with Disabling Condition by Source	UK: Adult with Disabling Condition	UK: Adult without Disabling Condition	UK: Total Adults	UK: percent with Disabling Condition by Source
Earned Income	10	7	17	59%	0	0	0	0%	0	0	0	0%
Unemployment Insurance	0	0	0	0%	0	0	0	0%	0	0	0	0%
Supplemental Security Income (SSI)	29	3	32	91%	0	0	0	0%	0	0	0	0%
Social Security Disability Insurance (SSDI)	20	0	20	100%	0	0	0	0%	0	0	0	0%
VA Service - Connected Disability Compensation	3	1	4	75%	0	0	0	0%	0	0	0	0%
VA Non-Service-Connected Disability Pension	1	0	1	100%	0	0	0	0%	0	0	0	0%
Private Disability Insurance	0	0	0	0%	0	0	0	0%	0	0	0	0%
Worker's Compensation	0	0	0	0%	0	0	0	0%	0	0	0	0%
Temporary Assistance for Needy Families (TANF)	0	0	0	0%	0	0	0	0%	0	0	0	0%
General Assistance (GA)	0	0	0	0%	0	0	0	0%	0	0	0	0%
Retirement Income from Social Security	6	2	8	75%	0	0	0	0%	0	0	0	0%

Pension or retirement income from a former job	2	2	4	50%	0	0	0	0%	0	0	0	0%
Child Support	0	0	0	0%	0	0	0	0%	0	0	0	0%
Alimony and other spousal support	1	1	2	50%	0	0	0	0%	0	0	0	0%
Other Source	2	0	2	100%	0	0	0	0%	0	0	0	0%
No Sources	80	16	96	83%	0	0	0	0%	0	0	0	0%
Unduplicated Total Adults	140	29	169		0	0	0		0	0	0	

20a - Type of Non-Cash Benefit Source

	Benefit at Start	Benefit at Latest Annual Assessment for Stayers	Benefit at Exit for Leavers
Supplemental Nutrition Assistance Program (SNAP) (Previously known as Food Stamps)	198	11	118
Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	2	1	1
TANF Child Care Services	0	0	0
TANF Transportation Services	0	0	0
Other TANF-Funded Services	0	0	0
Other Source	0	0	0

20b - Number of Non-Cash Benefit Sources

	Benefit at Start	Benefit at Latest Annual Assessment for Stayers	Benefit at Exit for Leavers
No Sources	93	9	55
1 + Source(s)	198	11	118
Client Doesn't Know/Client Prefers Not to Answer	0	0	0
Data Not Collected/Not stayed long enough for Annual Assessment	9	103	4
Total	300	123	177

21 - Health Insurance

	At Start	At Annual Assessment for Stayers	At Exit for Leavers
MEDICAID	240	16	144
MEDICARE	56	5	40
State Children's Health Insurance Program	0	0	0
Veteran's Health Administration (VHA)	8	0	7
Employer-Provided Health Insurance	1	0	0
Health Insurance obtained through COBRA	0	0	0
Private Pay Health Insurance	1	0	0
State Health Insurance for Adults	14	1	5
Indian Health Services Program	8	1	4
Other	3	0	3
No Health Insurance	32	1	17
Client Doesn't Know/Client Prefers Not to Answer	0	0	0
Data Not Collected	5	0	1
Number of stayers not yet required to have an annual assessment		103	
1 Source of Health Insurance	205	15	119
More than 1 Source of Health Insurance	61	4	41

22a1 - Length of Participation - CoC Projects

	Total	Leavers	Stayers
30 days or less	36	21	15
31 to 60 days	38	17	21
61 to 90 days	17	8	9
91 to 180 days	68	38	30
181 to 365 days	73	45	28
366 to 730 Days (1-2 Yrs)	68	48	20
731 to 1,095 Days (2-3 Yrs)	0	0	0
1,096 to 1,460 Days (3-4 Yrs)	0	0	0
1,461 to 1,825 Days (4-5 Yrs)	0	0	0
More than 1,825 Days (>5 Yrs)	0	0	0
Total	300	177	123

22b - Average and Median Length of Participation in Days

	Leavers	Stayers
Average Length	235	195
Median Length	193	142

22c - Length of Time between Project Start Date and Housing Move-in Date

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	0	0	0	0	0
8 to 14 days	0	0	0	0	0
15 to 21 days	0	0	0	0	0
22 to 30 days	0	0	0	0	0

31 to 60 days	0	0	0	0	0
61 to 90 days	0	0	0	0	0
91 to 180 days	0	0	0	0	0
181 to 365 days	0	0	0	0	0
366 to 730 Days (1-2 Yrs)	0	0	0	0	0
Total (persons moved into housing)	0	0	0	0	0
Average length of time to housing	0.00	0.00	0.00	0.00	0.00
Persons who were exited without move-in	0	0	0	0	0
Total	0	0	0	0	0

22e - Length of Time Prior to Housing - based on 3.917 Date Homelessness Started

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	15	15	0	0	0
8 to 14 days	6	6	0	0	0
15 to 21 days	1	1	0	0	0
22 to 30 days	3	3	0	0	0
31 to 60 days	15	15	0	0	0
61 to 90 days	8	8	0	0	0
91 to 180 days	27	27	0	0	0
181 to 365 days	34	34	0	0	0
366 to 730 Days (1-2 Yrs)	58	58	0	0	0
731 days or more	132	132	0	0	0
Total (persons moved into housing)	299	299	0	0	0
Not yet moved into housing	0	0	0	0	0
Data Not Collected	1	1	0	0	0
Total Persons	300	300	0	0	0

22f - Length of Time between Project Start Date and Housing Move-in Date by Race and Ethnicity

	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-racial (does not include Hispanic/ Latina/e/o)	Unknown (Doesn't Know, Prefers not to Answer, Data not Collected)
Persons Moved Into Housing	0	0	0	0	0	0	0	0	0	0
Persons Exited Without Move-In	0	0	0	0	0	0	0	0	0	0
Average time to Move-In	0	0	0	0	0	0	0	0	0	0
Median time to Move-In	0	0	0	0	0	0	0	0	0	0

22g - Length of Time Prior to Housing by Race and Ethnicity - based on 3.917 Date Homelessness Started

	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-racial (does not include Hispanic/ Latina/e/o)	Unknown (Doesn't Know, Prefers not to Answer, Data not Collected)
Persons Moved Into Housing	11	2	69	30	0	4	135	35	12	1
Persons Not Yet Moved Into Housing	0	0	0	0	0	0	0	0	0	0
Average time to Move-In	0	0	480	2241	0	3463	1529	1449	2076	0
Median time to Move-In	0	0	186	2241	0	3463	842	1544	766	0

23c - Exit Destination - All persons

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	47	47	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	37	37	0	0	0
Safe Haven	0	0	0	0	0
Subtotal	84	84	0	0	0
Institutional Situations					
Foster care home or foster care group home	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	6	6	0	0	0
Jail, prison, or juvenile detention facility	6	6	0	0	0
Long-term care facility or nursing home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	7	7	0	0	0
Substance abuse treatment facility or detox center	2	2	0	0	0
Subtotal	21	21	0	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless youth)	1	1	0	0	0
Residential project or halfway house with no homeless criteria	0	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	0	0	0	0	0
Host Home (non-crisis)	0	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	7	7	0	0	0
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	5	5	0	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0
Subtotal	13	13	0	0	0
Permanent Situations					

Staying or living with family, permanent tenure	2	2	0	0	0
Staying or living with friends, permanent tenure	1	1	0	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
Rental by client, no ongoing housing subsidy	11	11	0	0	0
Rental by client, with ongoing housing subsidy	39	39	0	0	0
Owned by client, with ongoing housing subsidy	4	4	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0	0
Subtotal	57	57	0	0	0
Other Situations					
No Exit Interview completed	0	0	0	0	0
Other	2	2	0	0	0
Deceased	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Subtotal	2	2	0	0	0
Total	177	177	0	0	0
Total persons exiting to positive housing destinations	57	57	0	0	0
Total persons exiting to destinations that excluded them from the calculation	6	6	0	0	0
Percentage of persons exiting to positive housing destinations	33%	33%	0%	0%	0%

23d - Exit Destination - Subsidy Type of Persons Exiting to Rental by Client With An Ongoing Subsidy

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
GPD TIP housing subsidy	0	0	0	0	0
VASH housing subsidy	0	0	0	0	0
RRH or equivalent subsidy	25	25	0	0	0
HCV voucher (tenant or project based) (not dedicated)	0	0	0	0	0
Public housing unit	0	0	0	0	0
Rental by client, with other ongoing housing subsidy	3	3	0	0	0
Housing Stability Voucher	0	0	0	0	0
Family Unification Program Voucher (FUP)	0	0	0	0	0
Foster Youth to Independence Initiative (FYI)	0	0	0	0	0
Permanent Supportive Housing	11	11	0	0	0
Other permanent housing dedicated for formerly homeless persons	0	0	0	0	0
Total	39	39	0	0	0

23e - Exit Destination Type by Race and Ethnicity

	Total	American Indian, Alaska Native, or Indigenous	Asian or Asian American	Black, African American, or African	Hispanic/ Latina/e/o	Middle Eastern or North African	Native Hawaiian or Pacific Islander	White	At Least 1 Race and Hispanic/Latina/e/o	Multi-racial (does not include Hispanic/ Latina/e/o)	Unknown (Doesn't Know, Prefers not to Answer, Data not Collected)
Homeless Situations	84	1	0	25	13	0	2	34	6	3	0
Institutional Situations	21	0	0	5	2	0	0	12	2	0	0
Temporary Situations	13	2	0	6	1	0	0	3	0	0	1
Permanent Situations	57	1	0	12	1	0	1	27	11	4	0
Other Situations	2	0	0	0	0	0	0	1	0	1	0
Total	177	4	0	48	17	0	3	77	19	8	1

24b - Moving On Assistance Provided to Households in PSH

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Subsidized housing application assistance	0	0	0	0	0
Financial assistance for Moving On (e.g., security deposit, moving expenses)	0	0	0	0	0
Non-financial assistance for Moving On (e.g., housing navigation, transition support)	0	0	0	0	0
Housing referral/placement	0	0	0	0	0
Other (please specify)	0	0	0	0	0

24c - Sexual Orientation of Adults in PSH

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Heterosexual	0	0	0	0	0
Gay	0	0	0	0	0
Lesbian	0	0	0	0	0
Bisexual	0	0	0	0	0
Questioning/Unsure	0	0	0	0	0
Other	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data not collected	0	0	0	0	0
Total	0	0	0	0	0

24d - Language of Persons Requiring Translation Assistance

Language Response (Top 20 Languages Selected)	Total Persons Requiring Translation Assistance
Different Preferred Language	0
Total	0

25a - Number of Veterans

	Total	Without Children	With Children and Adults	Unknown Household Type
Chronically Homeless Veteran	10	10	0	0
Non-Chronically Homeless Veteran	6	6	0	0
Not a veteran	284	284	0	0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	300	300	0	0

25b - Number of Veteran Households

	Total	Without Children	With Children and Adults	Unknown Household Type
Chronically Homeless Veteran	8	8		
Non-Chronically Homeless Veteran	5	5		
Not a veteran	245	245		
Client Doesn't Know/Client Prefers Not to Answer				
Data Not Collected				
Total	258	258		

25c - Gender - Veterans

	Total	Without Children	With Children and Adults	Unknown Household Type
Woman	3	3	0	0
Man	13	13	0	0
Culturally Specific Identity	0	0	0	0
Transgender	0	0	0	0
Non-Binary	0	0	0	0
Questioning	0	0	0	0
Different Identity	0	0	0	0
Woman/Man	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0
Woman/Transgender	0	0	0	0
Woman/Non-Binary	0	0	0	0
Woman/Questioning	0	0	0	0
Woman/Different Identity	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0
Man/Transgender	0	0	0	0
Man/Non-Binary	0	0	0	0
Man/Questioning	0	0	0	0
Man/Different Identity	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0
Transgender/Non-Binary	0	0	0	0
Transgender/Questioning	0	0	0	0
Transgender/Different Identity	0	0	0	0
Non-Binary/Questioning	0	0	0	0
Non-Binary/Different Identity	0	0	0	0
Questioning/Different Identity	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0
Data Not Collected	0	0	0	0
Total	16	16	0	0

25d - Age - Veterans

	Total	Without Children	With Children and Adults	Unknown Household Type
18 - 24	0	0	0	0
25 - 34	0	0	0	0
35 - 44	3	3	0	0
45 - 54	3	3	0	0
55 - 64	8	8	0	0
65 +	2	2	0	0
Client Doesn't Know/Client Prefers Not to Answer				
Data Not Collected				
Total	16	16	0	0

25i - Exit Destination - Veterans

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					

Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	4	4	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	3	3	0	0	0
Safe Haven	0	0	0	0	0
Subtotal	7	7	0	0	0
Institutional Situations					
Foster care home or foster care group home	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	0	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0	0
Long-term care facility or nursing home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0	0
Substance abuse treatment facility or detox center	1	1	0	0	0
Subtotal	1	1	0	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless youth)	0	0	0	0	0
Rental by client in a public housing unit	0	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	0	0	0	0	0
Host Home (non-crisis)	0	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	0	0	0	0	0
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	0	0	0	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0
Subtotal	0	0	0	0	0
Permanent Situations					
Staying or living with family, permanent tenure	0	0	0	0	0
Staying or living with friends, permanent tenure	0	0	0	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
Rental by client, no ongoing housing subsidy	0	0	0	0	0
Rental by client, with ongoing housing subsidy	5	5	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0	0
Subtotal	5	5	0	0	0
Other Situations					
No Exit Interview completed	0	0	0	0	0
Other	0	0	0	0	0
Deceased	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Subtotal	0	0	0	0	0
Total	13	13	0	0	0
Total persons exiting to positive housing destinations	5	5	0	0	0
Total persons exiting to destinations that excluded them from the calculation	0	0	0	0	0
Percentage of persons exiting to positive housing destinations	38%	38%	0%	0%	0%

25j - Exit Destination - Subsidy Type of Persons Exiting to Rental by Client With An Ongoing Subsidy - Veteran

	Total	Without Children	With Children and Adults	Unknown Household Type
GPD TIP housing subsidy	0	0	0	0
VASH housing subsidy	0	0	0	0
RRH or equivalent subsidy	4	4	0	0
HCV voucher (tenant or project based) (not dedicated)	0	0	0	0
Public housing unit	0	0	0	0
Rental by client, with other ongoing housing subsidy	0	0	0	0
Housing Stability Voucher	0	0	0	0
Family Unification Program Voucher (FUP)	0	0	0	0
Foster Youth to Independence Initiative (FYI)	0	0	0	0
Permanent Supportive Housing	1	1	0	0
Other permanent housing dedicated for formerly homeless persons	0	0	0	0
Total	5	5	0	0

26a - Chronic Homeless Status - Number of Households w/at least one or more CH person

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Chronically Homeless	142	142			
Not Chronically Homeless	116	116			
Client Doesn't Know/Client Prefers Not to Answer					
Data Not Collected					
Total	258	258			

26b - Number of Chronically Homeless Persons by Household

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Chronically Homeless	168	168	0	0	0
Not Chronically Homeless	132	132	0	0	0

Client Doesn't Know/Client Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	300	300	0	0	0

26c - Gender of Chronically Homeless Persons

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Woman	77	77	0	0	0
Man	88	88	0	0	0
Culturally Specific Identity	0	0	0	0	0
Transgender	1	1	0	0	0
Non-Binary	0	0	0	0	0
Questioning	0	0	0	0	0
Different Identity	1	1	0	0	0
Woman/Man	0	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0	0
Woman/Transgender	0	0	0	0	0
Woman/Non-Binary	0	0	0	0	0
Woman/Questioning	0	0	0	0	0
Woman/Different Identity	0	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0	0
Man/Transgender	0	0	0	0	0
Man/Non-Binary	0	0	0	0	0
Man/Questioning	0	0	0	0	0
Man/Different Identity	0	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0	0
Transgender/Non-Binary	0	0	0	0	0
Transgender/Questioning	0	0	0	0	0
Transgender/Different Identity	0	0	0	0	0
Non-Binary/Questioning	0	0	0	0	0
Non-Binary/Different Identity	0	0	0	0	0
Questioning/Different Identity	0	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	1	1	0	0	0
Total	168	168	0	0	0

26d - Age of Chronically Homeless Persons

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
0 - 17	0		0	0	0
18 - 24	5	5	0		0
25 - 34	16	16	0		0
35 - 44	41	41	0		0
45 - 54	40	40	0		0
55 - 64	45	45	0		0
65 +	21	21	0		0
Client Doesn't Know/Client Prefers Not to Answer	0	0	0		0
Data Not Collected	0	0	0		0
Total	168	168	0	0	0

26e - Physical and Mental Health Conditions - Chronically Homeless Persons

	Conditions at Start	Conditions at Latest Assessment for Stayers	Conditions at Exit for Leavers
Mental Health Disorder	102	50	53
Alcohol Use Disorder	13	4	9
Drug Use Disorder	48	22	26
Both Alcohol and Drug Use Disorders	28	14	17
Chronic Health Condition	99	49	49
HIV/AIDS	11	6	5
Development Disability	28	16	13
Physical Disability	84	46	40

27a - Age of Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
12 - 17	0		0	0	0
18 - 24	8	8	0		0
Client Doesn't Know/Client Prefers Not to Answer					

Data Not Collected				
Total	8	8	0	0

27b - Parenting Youth

	Total Parenting Youth	Total Children of Parenting Youth	Total Persons	Total Households
Parenting youth < 18	0	0	0	0
Parenting youth 18 to 24	0	0	0	0

27c - Gender - Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Woman	3	3	0	0	0
Man	5	5	0	0	0
Culturally Specific Identity	0	0	0	0	0
Transgender	0	0	0	0	0
Non-Binary	0	0	0	0	0
Questioning	0	0	0	0	0
Different Identity	0	0	0	0	0
Woman/Man	0	0	0	0	0
Woman/Culturally Specific Identity	0	0	0	0	0
Woman/Transgender	0	0	0	0	0
Woman/Non-Binary	0	0	0	0	0
Woman/Questioning	0	0	0	0	0
Woman/Different Identity	0	0	0	0	0
Man/Culturally Specific Identity	0	0	0	0	0
Man/Transgender	0	0	0	0	0
Man/Non-Binary	0	0	0	0	0
Man/Questioning	0	0	0	0	0
Man/Different Identity	0	0	0	0	0
Culturally Specific Identity/Transgender	0	0	0	0	0
Culturally Specific Identity/Non-Binary	0	0	0	0	0
Culturally Specific Identity/Questioning	0	0	0	0	0
Culturally Specific Identity/Different Identity	0	0	0	0	0
Transgender/Non-Binary	0	0	0	0	0
Transgender/Questioning	0	0	0	0	0
Transgender/Different Identity	0	0	0	0	0
Non-Binary/Questioning	0	0	0	0	0
Non-Binary/Different Identity	0	0	0	0	0
Questioning/Different Identity	0	0	0	0	0
More than 2 Gender Identities Selected	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total	8	8	0	0	0

27d - Living Situation - Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	4	4	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	1	1	0	0	0
Safe Haven	0	0	0	0	0
Subtotal	5	5	0	0	0
Institutional Situations					
Foster care home or foster care group home	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	0	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0	0
Long-term care facility or nursing home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0	0
Subtotal	0	0	0	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless youth)	1	1	0	0	0
Residential project or halfway house with no homeless criteria	1	1	0	0	0
Hotel or motel paid for without emergency shelter voucher	0	0	0	0	0
Host Home (non-crisis)	0	0	0	0	0
Staying or living in a friend's room, apartment, or house	0	0	0	0	0
Staying or living in a family member's room, apartment, or house	0	0	0	0	0
Subtotal	2	2	0	0	0
Permanent Situations					
Rental by client, no ongoing housing subsidy	0	0	0	0	0

Rental by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0	0
Subtotal	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Subtotal	0	0	0	0	0
Total	7	7	0	0	0

27e – Length of Participation – Youth

	Total	Leavers	Stayers
30 days or less	1	0	1
31 to 60 days	1	0	1
61 to 90 days	3	2	1
91 to 180 days	1	1	0
181 to 365 days	2	2	0
366 to 730 Days (1-2 Yrs)	0	0	0
731 to 1,095 Days (2-3 Yrs)	0	0	0
1,096 to 1,460 Days (3-4 Yrs)	0	0	0
1,461 to 1,825 Days (4-5 Yrs)	0	0	0
More than 1,825 Days (>5 Yrs)	0	0	0
Total	8	112	92

27f1 – Exit Destination – Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
Homeless Situations					
Place not meant for habitation (e.g., a vehicle, an abandoned building, bus/train/subway station/airport or anywhere outside)	0	0	0	0	0
Emergency shelter, including hotel or motel paid for with emergency shelter voucher, Host Home shelter	3	3	0	0	0
Safe Haven	0	0	0	0	0
Subtotal	3	3	0	0	0
Institutional Situations					
Foster care home or foster care group home	0	0	0	0	0
Hospital or other residential non-psychiatric medical facility	0	0	0	0	0
Jail, prison, or juvenile detention facility	0	0	0	0	0
Long-term care facility or nursing home	0	0	0	0	0
Psychiatric hospital or other psychiatric facility	0	0	0	0	0
Substance abuse treatment facility or detox center	0	0	0	0	0
Subtotal	0	0	0	0	0
Temporary Situations					
Transitional housing for homeless persons (including homeless youth)	0	0	0	0	0
Rental by client in a public housing unit	0	0	0	0	0
Hotel or motel paid for without emergency shelter voucher	0	0	0	0	0
Host Home (non-crisis)	0	0	0	0	0
Staying or living with family, temporary tenure (e.g., room, apartment, or house)	1	1	0	0	0
Staying or living with friends, temporary tenure (e.g., room, apartment, or house)	0	0	0	0	0
Moved from one HOPWA funded project to HOPWA TH	0	0	0	0	0
Subtotal	1	1	0	0	0
Permanent Situations					
Staying or living with family, permanent tenure	1	1	0	0	0
Staying or living with friends, permanent tenure	0	0	0	0	0
Moved from one HOPWA funded project to HOPWA PH	0	0	0	0	0
Rental by client, no ongoing housing subsidy	0	0	0	0	0
Rental by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, with ongoing housing subsidy	0	0	0	0	0
Owned by client, no ongoing housing subsidy	0	0	0	0	0
Subtotal	1	1	0	0	0
Other Situations					
No Exit Interview completed	0	0	0	0	0
Other	0	0	0	0	0
Deceased	0	0	0	0	0
Client Doesn't Know/Prefers Not to Answer	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Subtotal	0	0	0	0	0
Total	5	5	0	0	0
Total persons exiting to positive housing destinations	1	1	0	0	0
Total persons exiting to destinations that excluded them from the calculation	0	0	0	0	0
Percentage of persons exiting to positive housing destinations	20%	20%	0%	0%	0%

27f2 – Exit Destination – Subsidy Type of Persons Exiting to Rental by Client With An Ongoing Subsidy – Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type

GPD TIP housing subsidy	0	0	0	0	0
VASH housing subsidy	0	0	0	0	0
RRH or equivalent subsidy	0	0	0	0	0
HCV voucher (tenant or project based) (not dedicated)	0	0	0	0	0
Public housing unit	0	0	0	0	0
Rental by client, with other ongoing housing subsidy	0	0	0	0	0
Housing Stability Voucher	0	0	0	0	0
Family Unification Program Voucher (FUP)	0	0	0	0	0
Foster Youth to Independence Initiative (FYI)	0	0	0	0	0
Permanent Supportive Housing	0	0	0	0	0
Other permanent housing dedicated for formerly homeless persons	0	0	0	0	0
Total	0	0	0	0	0

27g – Cash Income – Sources – Youth

	Income at Start	Income at Latest Annual Assessment for Stayers	Income at Exit for Leavers
Earned Income	1	0	1
Unemployment Insurance	0	0	0
Supplemental Security Income (SSI)	0	0	0
Social Security Disability Insurance (SSDI)	0	0	0
VA Service - Connected Disability Compensation	0	0	0
VA Non-Service Connected Disability Pension	0	0	0
Private Disability Insurance	0	0	0
Worker's Compensation	0	0	0
Temporary Assistance for Needy Families (TANF)	0	0	0
General Assistance (GA)	0	0	0
Retirement Income from Social Security	0	0	0
Pension or retirement income from a former job	0	0	0
Child Support	0	0	0
Alimony and other spousal support	0	0	0
Other Source	0	0	0
Adults with Income Information at Start and Annual Assessment/Exit		0	0

27h – Client Cash Income Category – Earned/Other Income Category – by Start and Annual Assessment/Exit Status – Youth

Number of Youth by Income Category	Number of Youth at Start	Number of Youth at Annual Assessment (Stayers)	Number of Youth at Exit (Leavers)
Youth with Only Earned Income (i.e., Employment Income)	1	0	1
Youth with Only Other Income	0	0	0
Youth with Both Earned and Other Income	0	0	0
Youth with No Income	7	0	4
Youth with Client Doesn't Know/Prefers Not to Answer Income Information	0	0	0
Youth with Missing Income Information	0	0	0
Number of youth stayers not yet required to have an annual assessment		3	
Number of youth stayers without required annual assessment		0	
Total Youth	8	3	5
1 or More Source of Income	1	0	1
Youth with Income Information at Start and Annual Assessment/Exit		0	0

27i – Disabling Conditions and Income for Youth at Exit

	AO: Youth with Disabling Condition	AO: Youth without Disabling Condition	AO: Total Youth	AO: percent with Disabling Condition by Source	AC: Youth with Disabling Condition	AC: Youth without Disabling Condition	AC: Total Youth	AC: percent with Disabling Condition by Source	CO: Youth with Disabling Condition	CO: Youth without Disabling Condition	CO: Total Youth	CO: percent with Disabling Condition by Source	UK: Youth with Disabling Condition	UK: Youth without Disabling Condition	UK: Total Youth	UK: percent with Disabling Condition by Source
Earned Income	1	0	1	100%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Unemployment Insurance	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Supplemental Security Income (SSI)	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Social Security Disability Insurance (SSDI)	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
VA Service - Connected Disability Compensation	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
VA Non-Service-Connected Disability Pension	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Private Disability Insurance	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Worker's Compensation	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Temporary Assistance for Needy Families (TANF)	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
General Assistance (GA)	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Retirement Income from Social Security	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Pension or retirement income from a former job	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Child Support	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Alimony and other spousal support	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Other Source	0	0	0	0%	0	0	0	0%	0	0	0	0%	0	0	0	0%
No Sources	2	2	4	50%	0	0	0	0%	0	0	0	0%	0	0	0	0%
Unduplicated Total Youth	3	2	5		0	0	0		0	0	0		0	0	0	

27j - Average and Median Length of Participation in Days - Youth

	Leavers	Stayers
Average Length	152	44
Median Length	98	45

27k - Length of Time between Project Start Date and Housing Move-in Date - Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	0	0	0	0	0
8 to 14 days	0	0	0	0	0
15 to 21 days	0	0	0	0	0
22 to 30 days	0	0	0	0	0
31 to 60 days	0	0	0	0	0
61 to 90 days	0	0	0	0	0
91 to 180 days	0	0	0	0	0
181 to 365 days	0	0	0	0	0
366 to 730 Days (1-2 Yrs)	0	0	0	0	0
Total (persons moved into housing)	0	0	0	0	0
Average length of time to housing	0.00	0.00	0.00	0.00	0.00
Persons who were exited without move-in	0	0	0	0	0
Total	0	0	0	0	0

27l - Length of Time Prior to Housing - based on 3.917 Date Homelessness Started - Youth

	Total	Without Children	With Children and Adults	With Only Children	Unknown Household Type
7 days or less	0	0	0	0	0
8 to 14 days	0	0	0	0	0
15 to 21 days	0	0	0	0	0
22 to 30 days	0	0	0	0	0
31 to 60 days	2	2	0	0	0
61 to 90 days	0	0	0	0	0
91 to 180 days	2	2	0	0	0
181 to 365 days	1	1	0	0	0
366 to 730 Days (1-2 Yrs)	0	0	0	0	0
731 days or more	3	3	0	0	0
Total (persons moved into housing)	8	8	0	0	0
Not yet moved into housing	0	0	0	0	0
Data Not Collected	0	0	0	0	0
Total Persons	8	8	0	0	0

27m - Education Status - Youth

Current school and attendance	At Project Start	At Project Exit
Not currently enrolled in any school or education course	0	0
Currently enrolled but not attending regularly	0	0
Currently enrolled and attending regularly	0	0
Client Doesn't Know / Prefers Not to Answer	0	0
Data not collected	0	0
For those not enrolled - most recent education status		
K12: Graduated from high school	0	0
K12: Obtained GED	0	0
K12: Dropped out	0	0
K12: Suspended	0	0
K12: Expelled	0	0
Higher education: Pursuing a credential but not currently attending	0	0
Higher education: Dropped out	0	0
Higher education: Obtained a credential/degree	0	0
Client Doesn't Know/Prefers Not to Answer	0	0
Data not collected	0	0
For those currently enrolled - current status		
Pursuing a high school diploma or GED	0	0
Pursuing Associate Degree	0	0
Pursuing Bachelor Degree	0	0
Pursuing Graduate Degree	0	0
Pursuing other post-secondary credential	0	0
Client Doesn't Know/Prefers Not to Answer	0	0
Data not collected	0	0
Total persons	0	0

Action Report

File #: 26-182

AGENDA TITLE:
Consideration of Requests for Future Agenda Items

RECOMMENDATION:
Review the current list of pending agenda topics.

FUTURE AGENDA SCHEDULE 2026

MEETING DATE	9/10	9/24
EXECUTIVE SESSION	Electric bike/scooter	
Study Session	Franciscan Renewal Center SUP Amendment	
	Zoning Code Update	
	Legislative Update	
Presentations		
Consent Agenda		
Public Hearings		Franciscan Renewal Center SUP Amendment
Action Items		

FUTURE AGENDA SCHEDULE 2026

MEETING DATE	10/8	10/22	11/12	12/10
Executive Session				
Study Session				
Presentations				
Consent Agenda				
Public Hearings				
Action Items				

This is a tentative calendar and subject to change

Items to be scheduled - Numbering does not reflect priority or order in which items will be scheduled

1. AI usage policy
2. Information Technology Update
3. E-bike education and enforcement
4. Leaf Blowers
5. Sustainability Initiatives
6. Police Department Alarm Monitoring Program
7. Fire Service Fund
8. Town-owned parcel at Doubletree Ranch Road and Scottsdale Road
9. Proactive Code Enforcement
10. Property Abatement
11. Personnel Appeals Board Rules of Procedure Update

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Contract No. CON-25-031-PBW

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

MR TANNER DEVELOPMENT AND CONSTRUCTION, LLC.
STREET MAINTENANCE SERVICES

This Linking Agreement for Cooperative Purchase (this "**Agreement**") is made and entered into on this 19 day of February, 2025 (the "**Effective Date**") by and between the Town of Paradise Valley, an Arizona municipal corporation (the "**Town**"), and M.R. Tanner Development and Construction, LLC. an Arizona limited liability company whose principal place of business is located at 1327 W. San Pedro Street, Gilbert, AZ 85233 (the "**Contractor**"). The Town and Contractor are the only parties to this Agreement; they are each individually a "**Party**," and together they are the "**Parties**."

RECITALS

A. On September 3, 2024, after a competitive procurement process, the City of Buckeye entered into the Street Maintenance Contract No. 2025081, with the Contractor (the "**Base Agreement**") to purchase goods and services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A**, and the terms of the Base Agreement are incorporated herein by reference to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies, including the Town.

B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. The Town desires to contract for supplies or services identical or nearly identical to the supplies or services the Contractor is providing other units of government under the Base Agreement, and the Contractor desires to provide such supplies and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Contractor and the Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Scope of Work; Terms, Conditions, and Specifications.

   1.1. The Contractor shall provide the Town the goods and/or services, generally described as Pavement Maintenance, and more particularly identified in individual job orders (each a "**Job Order**"), each of which shall be subject to separate approval by the Town and, upon such approval, attached hereto and incorporated as if fully set forth herein.

   1.2. The Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an

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enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in **Exhibit D**. For the purposes of this Agreement, all references to the City of Buckeye in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

1.3. The Contractor shall comply with all the Town's specific requirements and/or options, as specified in **Exhibit D** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibits B or C, this Agreement, Exhibit D, and the Base Agreement, the documents shall govern in that order.**

1.4. The Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2. Payment. Payment to the Contractor for the services, materials, or equipment provided shall be made in accordance with the price list and terms set forth in each individual Job Order. The total compensation for the supplies or services purchased under this Agreement shall not exceed $5,000,000.00 annually.

3. Contract Term and Renewal.

3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 3, 2025, unless terminated, canceled, or extended as otherwise provided in this Agreement.

3.2. The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the Contractor notice of its intent to extend this Agreement.

3.3. Upon the expiration of the Base Agreement, including any authorized renewals thereof, the Town may, at its option, extend this Agreement on a month-to-month basis for a maximum of six months. The purpose of such month-to-month extensions, if any, shall be to allow for the Town's procurement processes in the selection of a vendor to provide the services or materials provided under this Agreement.

4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including, without limitation, the requirement to name the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the Contractor shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.

5. E-Verify. The Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

6. Boycott of Israel Prohibited. To the extent Title 35 applies to this Agreement, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

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7. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.

8. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

9. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement or the Base Agreement will in no way be construed as limiting the scope of the indemnity in this section.

11. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,

an Arizona municipal corporation:

DocuSigned by:
By: Andrew Ching
5B8E4040A9944A3...
Andrew Ching, Town Manager

ATTEST:

DocuSigned by:
Duncan Miller
FD56FF67A95043D...
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Signed by:
6C9F79CECF0C427...
Andrew J. McGuire, Town Attorney

M. R. TANNER DEVELOPMENT AND CONSTRUCTION, LLC.
an Arizona limited liability company:

By: _____
Name: Chad Montoya
Title: Vice President

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

MR TANNER DEVELOPMENT AND CONSTRUCTION, LLC.
STREET MAINTENANCE SERVICES

EXHIBIT A
BASE AGREEMENT

(See attached: Street Maintenance, Contract No. 2025081, September 3, 2024)

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JOB ORDER CONTRACT
BETWEEN
CITY OF BUCKEYE
AND
M. R. TANNER DEVELOPMENT AND CONSTRUCTION, LLC

CONTRACT NO. 2025081

This JOB ORDER CONTRACT FOR Category 1: Street Maintenance (the "Contract") is made and entered into, by and between the City of Buckeye, an Arizona municipal corporation (the "City") and M. R. Tanner Development and Construction, LLC, an Arizona limited liability company (the "Contractor"). This Contract is for Street Maintenance, and issued as required by award of individual Job Orders (the "Project").

RECITALS

A. The City issued a Request for Qualifications entitled "Job Order Contracting – General for "Category 1: Street Maintenance (the "RFQ") incorporated herein by reference, seeking proposals from vendors interested in providing Street Maintenance.

B. The Contractor submitted a statement of qualifications (the "SOQ"), attached hereto as Exhibit A, in response to the RFQ, attached hereto as Exhibit B, and both Exhibits are incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for indefinite quantity and indefinite delivery for various projects related to Street Maintenance for the City. The Projects may include Design Services, preconstruction services, permitting regulatory requirements and as-built/close-out documents (collectively the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Contractor agree as follows:

ARTICLE 1
CONTRACT TERM

1. This Contract has a base period of one (1) year and four (4) option periods of one (1) year each that may be exercised in the sole discretion of the City. Any exercise of any option to renew this Contract beyond the base period will only be effective upon written notice from the City. The time period during which this Contract is in effect is the "Term".

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2. The Contract Time for each Job Order shall start with the Notice to Proceed ("NTP") and end with Final Acceptance, as set forth below. The NTP will not be issued until prior approval and acceptance by the City of the Job Order.

3. The Contract Time is identified in the Job Order as the Contract Duration in terms of calendar days. Contractor agrees that it will commence performance of the Work after receiving an official NTP letter and complete the Project through both Substantial Completion (if applicable) and Final Completion within the Contract Time.

4. Time is of the essence of this Contract, and each Job Order issued hereunder, for each Project, and for each phase and/or designed milestone thereof.

5. Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of a specific Job Order and/or this Contract by the City. The City will assess liquidated damages as described in each Job Order for each calendar day of delay beyond the Final Completion date.

ARTICLE 2
OVERVIEW OF JOB ORDER CONTRACTING UNDER THIS CONTRACT

1. This Contract establishes an indefinite delivery, indefinite quantity, Job Order Contract for such Services within the scope of this Contract as the City may request from time to time by issuance of an individual Job Order for each Project. Unless otherwise specified in a specific Job Order, Job Orders generally will not include Design Services and that where Design Services are necessary, the City will provide them under separate contract. There will be a separate Job Order for each Project that will describe the Work to be provided by Contractor for that Project. There may be multiple projects and therefore multiple Job Orders under this Contract.

2. The amount to be paid by the City for the Project under each Job Order is the Contract Price for that Job Order. The Job Order price will include a total amount for each Job Order priced for the Work described for that Job Order. The Contract Price for any Job Order will be established as a Firm Fixed Price, subject to the following:

   (a) Estimated values for individual projects are estimated at $100,000.00 to $1,000,000.00. Most projects will be completed within the same fiscal year they are initiated in or within three hundred sixty-five (365) days from the Notice to Proceed. Projects may extend into the next fiscal year and beyond, but in no instance will any one project under this Contract exceed $2,000,000.00. The total Job Orders for a single contractor issued during a single fiscal year will not exceed $6,000,000.00.

   (b) There is no limit on the number of Job Orders that the City may issue to the Contractor during the term of this Contract. Likewise, there is no requirement that the City issue any Job Orders to the Contractor during the Term of this Contract.

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3. This Contract is non-exclusive. The City shall have the right to engage other contractors to perform the Services or to self-perform the Services.

4. No Contract in relation to any specific Work is in effect until a Job Order has been fully executed by the City and Contractor.

5. During the Term of this Contract, the City will issue an individual Job Order request for proposal to the Contractors under the JOC Street Maintenance category for each Project or negotiate directly with a contractor. Each Job Order will have specific instructions concerning that Job Order. The Contractor will follow these specific instructions when preparing a response in the form of a Job Order Proposal.

6. The general steps for development of a Job Order are:

   (a) When the City identifies a need for performance of a Project under a Job Order; the City will issue an RFP to the Contractor and also advise the Contractor of the nature of the Work to be done. This is done either by a delivery order request for proposal or through direct negotiations utilizing the rankings from the RFQ evaluation process as specified in the RFQ. At the same time, the City will advise the Contractor if Design Services are required and how those services will be provided. Within seven (7) working days of receipt of this notification, the Contractor will:

      (i) Visit the proposed Project Site with City designated representatives; and
      (ii) Arrange with the City to further define the scope of the Project.

   The Contractor shall thoroughly acquaint itself with all available information concerning the conditions of the Work under each Job Order and is responsible for correctly and fully estimating the difficulty of performing the Work, the actions required to perform the Work and the cost of successfully performing the Work under each Job Order.

   (b) The City may arrange for any needed Design Services to produce the Drawings and Specifications. Design Services will not begin until the scope of Design Services is approved by the City. The Drawings and Specifications developed by the Design Services are subject to approval by the City. If there are no Design Services, the City will develop Drawings and Specifications consisting of a line drawing and a written description of the contemplated Work.

   (c) Upon establishment of the scope of work, the Contractor will prepare its proposal for accomplishment of the Project. The proposal will include pricing and schedule for completion of the Project.

7. Upon award of a Job Order, a signed copy of the Job Order will be mailed or electronically forwarded to the Contractor. Failure by the Contractor to pick up or receive the mailed or

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electronic orders shall not relieve the Contractor from the obligation to complete the Work under the Job Order in accordance with the terms of this Contract or the terms of each Job Order.

8. The City may provide a verbal NTP for the Work in advance of issuing the formal NTP letter (which will be followed up with a written NTP). Normally, NTP will be issued under separate cover from the Job Order. The Contract duration starts with the date on the NTP letter.

ARTICLE 3
DEFINITIONS

"Addenda" means written or graphic instruments issued prior to the submittal of the Proposal(s), which clarify, correct or change the Proposal(s) requirements.

"Agreement" or "Contract" means the executed agreement between the City and Contractor, including any amendments to the executed Agreement.

"Certificate for Payment" means the City form issued by the City to certify amount due and payable by the City to the Contractor.

"Certificate of Final Completion" means the City form issued by the City to the Contractor stating the Work required under the Contract has been completed.

"Certificate of Substantial Completion" means the City form issued by the City to the Contractor certifying that the Work under the Contract is considered sufficiently complete so that the City can occupy and use the Project or a portion thereof for its intended purposes.

"Change Order" means a written instrument issued after execution of a Job Order or this Contract signed by the City and the Contractor, stating their agreement upon all of the following: the scope of the change in the Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Time(s). A Change Order is an amendment to the Agreement.

"City" means the City of Buckeye, a municipal corporation, with whom Contractor has entered into this Contract and for whom the Services is to be provided pursuant to said Contract.

"City's Project Criteria" means information developed by or for the City to describe the City's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Contractor's performance of the Work. The City's Project Criteria may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements.

"City's Representative" means the person designated within this Contract.

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"Commissioning" means the process for achieving, validating and documenting the performance of the Project including any works and its systems to meet the design needs and requirements of the City.

"Construction Documents" means the plans, specifications and drawings prepared by the Contractor or a Consultant.

"Construction Drawings" means the detailed drawings approved as part of the approved Construction Documents.

"Construction Work" means the construction component of the Project.

"Contract Documents" means the following items and documents in descending order of precedence: (i) all written modifications, amendments and Change Orders to this Contract; (ii) this Contract, including all exhibits and attachments, executed by the City and Contractor to include each Job Order; (iii) written supplementary conditions; (iv) Construction Documents prepared and approved; (v) Contractor's approved Variations of the City's Project Criteria, as contained in Exhibit A.; (vi) City's Project Criteria; (vii) Contractor's Proposal(s), except for accepted Variations of the City's Project Criteria, submitted in response to City's Project Criteria.

"Contract Price" means the amount or amounts set forth in each awarded Job Order subject to adjustment in accordance with this Contract.

"Contract Time" means the Days set forth in each awarded Job Order subject to adjustment in accordance with this Contract.

"Job Order" means a specific written agreement between the City and the Contractor for Work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price.

"Day(s)" means calendar days unless otherwise specifically noted in the Contract Documents.

"Deliverables" means the work products prepared by the Contractor in performing the scope of work described in each Job Order.

"Design Services" means all professional services to be performed or procured by the Contractor or by the City to provide required Project design under this Contract and any subsequent amendments.

"Job Order Contractor" means the firm, corporation, or other approved legal entity with whom the City has entered into this Contract to provide services as detailed in this Contract. The term Contractor may be used to identify the Job Order Contractor.

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"Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Scope of Work issued with each Job Order or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Final Acceptance" means the completion of the Project as prescribed in Article 10.

"Float" means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

"Legal Requirements" means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Liquidated Damages" means a specified amount due by the Contractor when in breach of the Contract. The amount is determined based off of the Contract Price and predetermined amounts from the Maricopa Association of Governments' (MAG) Uniform Standard Specifications and Details for Public Works Construction.

"Materials" means goods, items, or supplies utilized in the completion of the Work.

"Notice to Proceed" or "NTP" means the directive issued by the City, authorizing the Contractor to start Work or a portion of the work.

"Payment Application" means the City form used by the Contractor to request payment for Work performed.

"Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

"Project" means the Work to be completed in the execution of any awarded Job Order and as amended and as prescribed as any Scope of Work in identified in each awarded Job Order. Project means the Work associated with each awarded Job Order issued under this Contract.

"Project Schedule" means a schedule as prescribed in this Contract or subsequent Job Orders.

"Project Record Documents" means the documents created pursuant to Article 12.

"Samples" means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

"Schedule of Construction" means the timeline submitted by the Contractor for the completion of the Work.

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"Schedule of Values (SOV)", means the Document specified in the construction phase, which divides the Contract Price into pay items, such that the sum of all pay items equals the awarded Job Order Price for the Work, or for any portion of the Work having a separate specified Contract Price.

"Shop Drawings" mean drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Scheduled Substantial Completion Date" means the calendar date equal to the Notice to Proceed date established plus the number of Days established in each Job Order.

"Site" means the land or locations on which the Project is located, as more particularly described in the Job Order.

"Subcontractor" or "Sub consultant" means any person or entity retained by Contractor as an independent contractor to perform a portion of the Work and shall include material, men and suppliers.

"Substantial Completion" means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that the City can occupy and use the Project or a portion thereof for its intended purposes.

"Technical Consultant" means an agent of the City who furnishes project management assistance (if applicable to a Job Order).

"Variations of the City's Project Criteria" means agreed changes to the City's Project Criteria by both Parties.

"Work" means as defined in Article 5, Paragraph 2.

ARTICLE 4
DESIGN PHASE AND DESIGN SERVICES

1. Costs for Preconstruction services will be included in Contractor's firm fixed price cost proposal.

2. Normally the City will obtain Design Services from a consultant or prepare design documents using City Staff. However, Contractor may also be required to provide incidental Design Services for all or a portion of the Work to be constructed under a specific Job Order. If consulting services for design and the preparation of Plans and Specifications are required; they will be paid for as a separate line item in the Contractor's price proposal.

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ARTICLE 5
CONSTRUCTION SERVICES

1. Contractor shall perform all Work necessary to construct the Project in accordance with all applicable Legal Requirements, this Contract and the specifications outlined in each Job Order, and render the Project and all its components operational and functionally and legally usable for their intended purpose.

2. The term "Work" shall mean whatever is done by or required of Contractor to perform and complete its duties relating to the construction of each Job Order under the Contract, including, without limitation, the following:

   A. Construction of the whole and all parts of the Project in full and strict conformity with each Job Order;

   B. The provision and furnishing, and prompt payment therefore, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of each Job Order;

   C. The procurement and furnishing of all necessary permits and other permits required for the construction of each Job Order;

   D. The creation and submission to the City of detailed as-built drawings depicting all as-built construction;

   E. The furnishing of any required surety bonds and insurance as may be required by each Job Order;

   F. The furnishing of all equipment and product warranties, manuals, test results and user guides required by each Job Order or otherwise reasonably available to Contractor;

   G. The furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 6 below.

ARTICLE 6
TIME FOR CONSTRUCTION: THE CONTRACT TIME

1. After the City has awarded each Job Order, the City shall issue a NTP directing Contractor to proceed with the Work on the date indicated in the notice (the "Commencement Date"). Work shall commence within ten (10) days of the Commencement Date.

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2. Contractor shall commence the Work within ten (10) days of the Commencement Date, and the Work shall be carried out regularly and without interruption. Contractor shall substantially complete the Work no later than the date established in each Job Order or such other date as may be issued by a Change Order (the "Scheduled Completion Date"). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time". Contractor shall achieve Final Completion of the Work no later than thirty (30) calendar days after achieving Substantial Completion.

3. Contractor understands that if Substantial Completion for entire project is not attained by the Scheduled Substantial Completion date, the City will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Contractor shall pay the City the amount established in each Job Order as liquidated damages for each day that Substantial completion extends beyond the Scheduled Substantial Completion Date.

4. All limitations of time set forth in each Job Order are material and time is of the essence of each Job Order.

ARTICLE 7
ADDITIONAL DUTIES AND RESPONSIBILITIES OF CONTRACTOR

1. The intent of this Contract is to require complete, correct and timely execution of all Job Orders awarded for the Construction Work. Any and all Construction Work that may be required reasonably implied or reasonably inferred by each Job Order as necessary to produce the intended result shall be provided by Contractor for the Construction Price as provided in each awarded Job Order.

2. All Work performed by Contractor shall be in strict compliance with each Job Order. "Substantial Compliance" is not strict compliance. Any Construction Work not in strict compliance with each Job Order is defective.

3. The Construction Work shall be strictly supervised and directed using Contractors best and highest skill and effort. Contractor shall bear full responsibility for any and all acts or omissions of those engaged in the Construction Work on behalf of the Contractor.

4. Contractor warrants and guarantees to the City that all labor furnished to perform the Construction Work under each Job Order will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only superior results in strict compliance with the requirements of each Job Order, that materials and equipment furnished will be of high quality and new unless otherwise permitted by the Job Order, and that the Construction Work will be of high quality, free

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from faults and defects and in strict conformance with the requirements found in each Job Order. Any and all Construction Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Contractor's warranty.

5. Special or specific guarantees and warranties which are required by each Job Order to run for a fixed period of time shall commence running on the date of Substantial Completion of all Construction Work. In general, Contractor warrants all work, including labor and materials, for a period of two (2) years from the date of Substantial Completion, unless otherwise specified in the Job Order.

6. Contractor, within fifteen (15) days after the Commencement Date, shall submit to the Manager of Construction and Contracting for his information, and shall comply with, Contractor's Schedule of Construction for each Job Order awarded. The Schedule of Construction shall reflect the performance of all Construction Work on weekdays and non-holidays. The Schedule of Construction shall be a detailed critical path (CPM) schedule in a form acceptable to the City. The Schedule of Construction shall be revised at least monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project awarded as a Job Order. Each such revision shall be furnished to the City. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Contractor, and failure to strictly comply with this requirement shall constitute a material breach of the Contract. No claim for an increase in the Construction Price shall be allowed as a result of Contractor basing the Construction Price upon an early completion schedule, or as a result of delays and costs attributable to completion later than the planned early completion date.

7. Contractor shall continuously maintain at the Site, for the benefit of the City, an updated copy of the awarded Job Order, including one record copy of the Job Order Documents marked to record on a current basis changes, selections and modifications made during construction. Additionally, Contractor shall maintain at the Site, for the benefit of the City, a copy of all Shop Drawings, Product Data, Samples, and other Submittals, if any, that are specified in the awarded Job Order. Upon Final Completion of the Construction Work, or upon the City's request, all of the documents described in this Paragraph shall be finalized and delivered to the City and shall become the property of the City.

8. Contractor shall review, study, and approve, or take other necessary action upon all Shop Drawings, Product Data, Samples, and other Submittals to ensure that each Job Order will be constructed in a timely fashion in strict compliance with the requirements of the Contract and Job Order. No deviation from, substitution for or other modification from the Documents shall be allowed by Contractor in a shop drawing or submittal without written approval, in the form of a Change Order from the City, and signed by the parties hereto. Contractor shall engage in prompt and adequate review of Shop Drawing and other Submittals to maintain the Construction Schedule; Contractor also warrants it will

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use its best independent professional judgment in its review to determine compliance with the Contract Documents.

9. The City shall also, in its discretion, have the right to review and approve Submittals. In the event that the City exercises the foregoing right to review, Contractor shall not perform any portion of the Construction Work unless and until the City approves in writing such Submittal. Any such approval shall not be evidence that Construction Work installed pursuant to the City's approval conforms to the requirements of the Contract nor shall such approvals relieve Contractor of any of its responsibilities or warranties under the Contract. If the City elects to review Submittals, Contractor shall maintain a Submittal log which shall include, at a minimum, the date of each Submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Contractor shall have the duty to carefully review, inspect and examine any and all Submittals before submission of same to the City. Shop Drawings and other Submittals from Contractor do not constitute a part of this Contract.

10. Contractor shall procure from all Subcontractors and Suppliers and shall transmit to the City, all warranties required by the Contract. Contractor shall review all such warranties and shall certify to the City that the warranties are in strict compliance with the requirements of the Contract.

11. Contractor shall prepare or procure and shall transmit to the City all documentation required by this Contract regarding the operation and recommended maintenance programs relating to the various elements of the Construction Work.

12. If required in the Job Order, Contractor shall prepare and provide to the City a complete set of all as-built drawings which shall be complete and, except as specifically noted, shall reflect performance of the Construction Work in strict compliance with the requirements of this Contract.

13. Contractor shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Construction Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.

14. Contractor shall be responsible for procuring all tests and inspections required by sound professional practices and by governmental authorities having jurisdiction over the Project. Contractor shall submit certified results of such tests to the City. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Construction Work to be specifically inspected, tested, or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the City the required certificates of inspection, testing or approval.

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15. Contractor shall, during the course of the Construction Work, comply with any regulations or guidelines prescribed by the City. Contractor warrants that it will comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Contractor in connection with the Construction Work to be performed under the Contract.

16. Contractor shall perform the Construction Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Construction Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Contractor, and Contractor, to the fullest extent permitted by the law, shall fully defend, indemnify and hold the City harmless for, from and against all loss, damage, and expense, including attorney's fees, resulting from any such violation or alleged violation of codes, laws, ordinances, or regulations, regardless of a concurrent contribution by the City, through negligence or other wrongful act, to such loss, damage, or expense, except that such indemnity shall not apply if the violation is solely and directly caused by a negligent or willful act or omission of the City, its officers, agents, or employees.

17. All construction and building permits, licenses and authorizations necessary for the construction of the Project shall be secured and paid for by Contractor. Contractor shall notify the City when it has received said permits, licenses, and authorizations, and upon receipt shall supply the City with copies of same. The originals of permits, licenses and authorizations shall be delivered to the City upon completion of the Construction Work, and receipt of these documents by the City shall be a condition precedent to final payment. Contractor shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Construction Work.

18. While on the City's property, all Contractor's employees and Subcontractors shall confine themselves to areas designated by the City and will be subject to the City's badge and pass requirements, if any, in effect at the Site of the Construction Work.

19. Contractor shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the Construction Work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the site. Contractor shall at all times safeguard the City's property and employees from injury or loss in connection with the performance of the Contract. Contractor shall at all times safeguard and protect its own partially or completely finished Construction Work and that of the adjacent property and all adjacent construction Work from damage. Contractor shall protect the City's equipment, apparatus, machinery, and other property and all adjacent construction Work with boarding and other safeguards so as to keep the premises free

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from dampness, dirt, dust, or other damage and shall remove all such temporary protection upon completion of the Construction Work.

20. Unless otherwise instructed by the City, Contractor shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by Contractor's performance of the Construction Work.

21. Contractor shall keep the site reasonably clean during performance of the Construction Work. Upon Final Completion of the Construction Work, Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Contractor's property therefrom.

22. At all times relevant to the Contract, Contractor shall provide access to the Construction Work to the City and its designees without formality or other procedure.

23. The City's decisions in matters relating to aesthetic standards and effect shall be final.

24. In performing both Design Services and Construction Work under this Contract, the relationship between the City and Contractor is that of independent contractor, and the execution of this Contract does not change the independent status of Contractor. Contractor shall exercise independent judgment in performing its duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the Contract work flow and determining how all Contract work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of the City, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which the City provides its employees.

ARTICLE 8
CONTRACT PRICE

1. The City shall pay, and Contractor shall accept, as full and complete payment for all Work associated with each Job Order the amount approved and awarded to the Contractor as a Job Order. Each Job Order will be a separate contract under this Contract. The general terms and conditions will be established by this Contract and special contract provisions will be established within each Job Order.

2. Job Order Construction Price, unless changed by Change Order, represents the absolute limit of obligation or liability that the City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor or its Subcontractors are concerned. Should additional amounts be required to be expended, over and above a Job Order Construction Price, to achieve completion of the Construction Work, including Project construction, and payment to Contractor, in accordance with this

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Contract and any Special Provisions included in each awarded Job Order, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract Surety herein, and the City shall never be liable for same.

3. In addition to the Construction Work Contractor will perform, it will also provide all the usual and necessary traditional construction management services incident to construction projects of the nature and scope of this Project, for which the Contract Price described in this Contract is paid. Such construction management services are not intended in any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

4. The City agrees to pay Contractor for the Cost of the Construction Work as defined in each Job Order, subject to submission by Contractor of all backup substantiation as may be reasonably required by the City. In no event shall the sum of payments for the Cost of the Construction Work and any other Contractor compensation exceed the Construction Price, as adjusted by Change Order. The term "Cost of the Construction Work" shall be defined in each Job Order and be established as a Firm-Fixed Price Contract.

ARTICLE 9
PAYMENT OF THE CONTRACT PRICE

1. Payments of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the City by the Contractor on the current edition of AIA Documents G702 and G703, within five (5) days after end of the period. Payment Applications shall be notarized shall be supported by such data substantiating the Contractor's right to payment as the City may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

2. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the City. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the City to require fulfillment of all terms of Contract Documents.

3. The City, within seven (7) days after receipt of the Payment Application, will either issue a Certificate for Payment for such amount as is properly due or issue written notice of the reasons for withholding such a certificate.

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4. The issuance of a Certificate for Payment will constitute a representation by the City, observations at the site and the data comprising the Payment Application, that the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his certificate); and that the Contractor is entitled to payment in the amount certified.

5. Payment may be withheld in whole or in part to protect the City on account of:

    a. Unsatisfactory job progress as determined by the City.
    b. Defective Work or materials not remedied.
    c. Disputed Work or materials.
    d. Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
    e. Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.
    f. A reasonable doubt as determined by the City that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
    g. The Contractor's failure to perform any of its contractual obligations under the Contractor Documents, or any other Contract with the City.
    h. Deficiencies or claims asserted by the City against Contractor arising from any other project. Within fourteen (14) days following the receipt of the Certificate for Payment, the City shall pay to the Contractor 90% of the value of the Work in place and materials suitably stored at the Site. The remaining 10% shall be retained by the City until the Contract is 50% completed at which time the retainage shall be reduced to 5%; provided that: (a) the Contractor is making satisfactory progress on the Contract; and (b) in the City's sole judgment, there is no specific cause or claim requiring a greater amount than 5% to be retained. Thereafter, the City shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10% reinstatement would be 10% of the total contract value of Work in place and materials stored. The City's sole judgment concerning the satisfactory progress of the Work shall be final.

6. Within sixty (60) days after the issuance of the Certificate of Final Completion by the City and receipt of all other documents required by the Contract, all retained amounts shall be paid to Contractor as part of Final Payment:

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a. The Final Payment shall not become due until the Contractor delivers to the City full and final unconditional releases from subcontractors and major suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.
b. If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the City all monies that the latter may be compelled to pay in discharging such claim including all costs, interest and attorneys' fees.

ARTICLE 10
SUBSTANTIAL AND FINAL COMPLETION

1. "Substantial Completion" means that stage in the progression of the Construction Work, as approved by the City in writing, when the Project is sufficiently complete in accordance with the Contract that the City can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by the City of all necessary authorizations for the use of the Project required by any governmental or regulatory authority. The City reserves the right to use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use of the Project shall not result in the Project being deemed substantially complete, and such partial use shall not be evidence of Substantial Completion.

2. When Contractor believes that the Construction Work is substantially complete, Contractor shall notify the City in writing and shall submit to the City a list of items remaining to be completed or corrected. The City, the City's designee, (or an independent consultant hired by the City) will perform an inspection. If the Construction Work is substantially complete, in the sole opinion of the City, the City will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of the City and Contractor for Project security, maintenance, damage to the Construction Work, and insurance, and shall fix the date, not more than 30 days after the established date of Substantial Completion, within which Contractor shall complete any items of incomplete or defective Construction Work. The Certificate of Substantial Completion shall be submitted to Contractor for its written acceptance of the responsibilities assigned to it in such certificate.

3. Within thirty (30) days following (a) Substantial Completion of the Construction Work, and (b) the parties' execution of the Certificate of Substantial Completion the City will remit payment of all sums due Contractor, including such amount of retainage based upon the value of remaining performance, less the reasonable costs for completing all incomplete Construction Work and/or any Design Services, correcting and bringing into strict conformance all defective and nonconforming Construction Work, and

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handling all outstanding or threatened claims. Such payment less reasonable costs shall be determined by the City in its sole and absolute discretion.

4. "Final Completion" means the completion of all Work required by, and in strict compliance with, this Contract, the Job Order, including Contractor's provision to the City of all documents and deliverables required to be provided by the Contract.

5. When Contractor believes that all of the Construction Work is finally complete, and Contractor is ready for a final inspection, Contractor shall so notify the City in writing. The City (or an independent consultant hired by the City) will then make final inspection of the Construction Work and, if the Construction Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then the City will issue a Certificate for Final Payment, providing for payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract.

6. The City shall make final payment of all remaining sums due to Contractor within thirty (30) days after Final Completion as reflected by the City's Certificate for Final Payment, provided that all documents and deliverables required to be delivered to the City under this Contract have been delivered as required, and provided that all other conditions precedent to payment have been satisfied.

7. Prior to being entitled to receive final payment, and as a condition precedent thereto, Contractor shall furnish the City, in the form and manner required by the City, the following:

   (a) a signed and notarized statement of final payment and release, in particular certifying that all Subcontractors and Suppliers have been paid all sums lawfully due to them, and releasing the City from all claims that Contractor had or might have asserted during the performance of this Contract;
   (b) if required by the City, separate releases of lien or lien waivers from each Subcontractor, lower tier subcontractor, laborer, Supplier or other person or entity who has, or might assert a claim against the City or the City's property;
   (c) consent of surety to final payment;
   (d) a complete set of the as-built drawings to include AutoCAD disks and the record set of Contract Documents; and
   (e) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a Contractor, or expressly required herein, as a part of or prior to Project closeout.

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8. Acceptance by Contractor of final payment shall constitute a waiver and release of all claims against the City by Contractor except for those claims previously made in writing against the City by Contractor, pending at the time of final payment and specifically identified on Contractor's pay request for final payment as unsettled at the time it submits its pay request.

ARTICLE 11
CITY'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

In addition to payment, the City shall undertake to perform the following:

1. The City shall provide Contractor with information regarding the City's requirements for the Project including any desired or required design or construction schedule.

2. The City shall review any documents submitted by Contractor requiring the City's decision, and shall render any required decisions pertaining thereto.

3. In the event the City has actual knowledge of (a) any material fault or defect in the Construction Work, (b) nonconformance with the Contract, or (c) errors, omissions or inconsistencies in the Design Documents, the City shall give prompt written notice thereof to Contractor.

4. The City shall provide Contractor access to the Site and to the Construction Work, and shall provide Contractor with such information, existing and reasonably available, necessary to Contractor's performance of the Contract as Contractor may request.

5. The City shall cooperate with Contractor in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.

6. The City shall perform the duties set forth in this Article 11 in a reasonably timely manner so as to permit the orderly and timely progress of Contractor's Design Services and of the Construction Work.

7. The City's review, inspection, or approval of any Construction Work, Design Documents, Submittals, or pay requests by Contractor shall be solely for the purpose of determining whether such Construction Work and such documents are generally consistent with the City's construction program and requirements. No review, inspection, or approval by the City of the Construction Work or documents shall relieve Contractor of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Construction Work. Approval by any governmental or other regulatory agency or other governing body of any Construction Work, Design Documents, or

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Contract Documents shall not relieve Contractor of responsibility for the strict performance of its obligations under the Contract. Payment by the City pursuant to the Contract shall not constitute a waiver of any of the City's rights under the Contract or at law, and Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by the City.

8. The City's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Contractor under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

9. The City shall furnish to Contractor, prior to the execution of each Job Order, any and all written and tangible material knowingly in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the City does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, and shall have no liability therefore. If Contractor requests in writing, the City shall also furnish surveys, legal limitations, and utility locations (if known), and a legal description of the Project site.

10. The City shall obtain all easements required for construction, and shall pay for necessary assessments and charges required for use and occupancy of the Construction Work. Contractor shall render such assistance as the City may request in obtaining such easements, certificates of occupancy, and the like.

11. In the event Contractor fails or refuses to perform the Construction Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, the City may, at its option, instruct Contractor to cease and desist from performing further Construction Work, or any part thereof. Upon receipt of such instruction from the City in writing, Contractor shall immediately cease and desist as instructed by the City and shall not proceed further until the cause for the City's instructions has been corrected, no longer exists, or the City instructs that the Construction Work may resume.

12. In the event the City issues such instructions to stop Construction Work, and in the further event that Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the City that the cause of such instructions will be eliminated or corrected, then the City shall have the right to carry out the Construction Work with its own forces, or with the forces of other contractors, and Contractor shall be fully responsible for the costs incurred in correcting any defective or deficient Construction Work. The rights set forth in Article 11, Paragraph 11 and

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this Article 11, Paragraph 12 are in addition to, and without prejudice to, any other rights or remedies the City may have against Contractor, including the rights to terminate or withhold payment as provided herein.

ARTICLE 12
JOB ORDER (PROJECT) DOCUMENTATION

1. Contractor shall maintain and protect all records relating in any manner whatsoever to the Project (the "Project Records") for no less than four (4) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.

2. All Project Records which are in the possession of Contractor or Contractors Subcontractors shall be made available to the City for inspection and copying upon the City's request at any time. Additionally, such records shall be made available upon request by the City to any state, federal or other regulatory authorities and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, Submittals, correspondence, logs, minutes, memoranda, photographs, audio or video recordings, or other writings or things which document the Project, its design, or its construction. Said records include those documents reflecting the cost of design and construction to Contractor.

ARTICLE 13
PERSONNEL, SUBCONTRACTORS AND SUPPLIERS

1. A "Subcontractor" means an entity which has a direct contract with Contractor to perform a portion of the Construction Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing any equipment and materials for the Project.

2. A "Supplier" means an entity providing only equipment or materials for the performance of the Construction Work.

3. Upon execution of this Contract, and at such later times as may be applicable, Contractor shall furnish the City, in writing, the names of persons or entities proposed by Contractor to act as Subcontractors on the Project. Contractor shall provide such information regarding such proposed Subcontractors as the City deems necessary. The City shall promptly reply to Contractor, in writing, stating any objections the City may have to such proposed Subcontractors ("disapproved Subcontractor"). With respect to this Contract and the subject matter hereto, Contractor shall not engage the services of or otherwise enter into a contract with a disapproved Subcontractor. Notwithstanding the foregoing, any consent or failure to reject a subcontractor by the City shall in no way relieve Contractor of any of its duties or warranties under this Contract.

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4. All subcontracts and purchase orders with Subcontractors shall afford Contractor rights against the Subcontractor which correspond to those rights afforded to the City against Contractor under this Contract, including those rights of Contract suspension, termination, and stop Construction Work orders as set forth in this Contract. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between the City and any Subcontractor of Contractor, and a provision to this effect shall be incorporated into all agreements between Contractor and its Subcontractors.

5. Should Contractor subcontract all or any part of the Construction Work, such subcontracting of the Construction Work shall not relieve Contractor from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Contractor shall be responsible for all and any acts, defaults, omissions or negligence of Contractor's subcontractors, suppliers, and contractors.

6. In accordance with Article 7, Paragraph 4 above, Contractor shall employ and assign only qualified and competent personnel to perform any service or task concerning the Project. Contractor shall designate one such person as the Project Contractor. Absent written instruction from Contractor to the contrary, the Project Contractor shall be deemed to be Contractor's authorized representative and shall be authorized to receive and accept any and all communications from the City. Key design and supervisory personnel assigned by Contractor to each Job Order will be provided at the time the contractor submits the RFP pricing package. The contractor shall conform to all requirements established in each Job Order RFP issued by the City.

7. If, at any time during the course of the Project, the City reasonably determines that the performance of any Subcontractor or any member of Contractor's staff construction working on the Project is unsatisfactory, the City's Representative may require Contractor to remove such Subcontractor or staff member from the Project immediately and replace the staff member at no cost or penalty to the City for delays or inefficiencies the change may cause.

ARTICLE 14
CHANGES AND EXTENSIONS OF TIME

1. Changes in the Design Services (if required) or the Construction Work under this Contract, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by the City without invalidating the Contract. Such changes shall be communicated by Change Order as applicable. Contractor shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the terms and conditions as set forth in this Contract/Job Order.

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2. All change orders, changes requested by Contractor, or extensions of Contract Time occurring during construction of the Project related to actual Construction Work shall be governed by the applicable provisions of this Contract/Job Order. All requests for additional compensation due to a change in the scope, and all requests for an extension of time to the Schedule, shall include sufficient backup documentation to reasonably understand the request and the amount of time or compensation requested and determines the merits of the request.

3. Upon the occurrence of a change order for Construction Work which increases the Cost of the Construction Work, the Construction Price will thereafter include such Cost of the Construction Work and Services attributable to such change to the extent allowed.

4. In the event the parties are unable to agree on the terms of a Change Order or Supplemental Agreement, then Contractor shall continue to diligently perform the Work, including any change directed by the City by Change Order or Supplemental Agreement, and shall keep thorough records of the cost of performance of such Change Order or Supplemental Agreement.

5. Contractor recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Contractor and the City and agrees that it shall at all times in good faith use its best efforts to advance the City's interests and agrees to perform the Work in the highest professional manner.

ARTICLE 15
CLAIMS BY CONTRACTOR

1. Claims by Contractor against the City are subject to the terms and conditions of this Article 15, and strict compliance herewith shall be a condition precedent to any liability of the City therefore.

2. All claims for additional compensation or additional time, regardless of their nature, when they occur, or whether they occur during the design or construction phase, shall be governed by the City of Buckeye Procurement Code.

3. Contractor shall provide, and continue to provide, to the City all such documentation, including cost and time records, as and when the City may request so that the City may evaluate Contractor's claim.

4. Contractor shall continue its performance under this Contract regardless of the existence of any claims submitted by Contractor against the City.

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5. In the event Contractor seeks to make a claim for an increase in the Construction Price, as a condition precedent to any liability of the City for any claim, Contractor shall strictly comply with the requirements of Paragraph 2 above and such notice shall be given by Contractor before proceeding to execute any alleged additional or changed Construction Work. Failure of the condition precedent to occur shall constitute a waiver by Contractor of any claim.

6. In connection with any claim by Contractor against the City for compensation in excess of the Construction Price, any liability of the City shall be strictly limited to the Cost of the Construction Work and Design Services if required as defined and allowed in this Contract and subsequent Job Orders and shall in no event include, indirect, consequential, impact or other costs, expenses or damages of Contractor or its Subcontractors. The City shall not be liable to Contractor for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which the City would not be liable to Contractor under the terms of the Contract. As a condition precedent to the City's liability to Contractor for any loss or damage resulting from claims of third parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Contractor and such claims must have been submitted to the City by Contractor in strict compliance with all the requirements of this Article. The City shall not be liable to Contractor for claims of third parties including Subcontractors, unless and until the liability of Contractor has been established in a court of competent jurisdiction.

7. The resolution of any claim under this Article shall be reflected by a Change Order or Supplemental Agreement executed by the City and Contractor.

ARTICLE 16
UNCOVERING AND CORRECTING CONSTRUCTION WORK

1. If any of the Construction Work is covered, concealed or obscured contrary to the written request of the City, or contrary to any provision of the Contract, said Construction Work shall, if required by the City, be uncovered for inspection and shall be properly replaced at Contractor's expense without change in the Contract Time.

2. If any of the Construction Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 1 above, it shall, if required by the City, be uncovered for inspection. If such Construction Work conforms strictly to the Contract, the cost of uncovering and proper replacement shall be charged to the City. If such Construction Work does not strictly conform to the Contract, Contractor shall pay the cost of uncovering and proper replacement.

3. Contractor shall immediately proceed to correct Construction Work rejected by the City as defective or failing to conform to the Contract. Contractor shall pay all costs

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and expenses associated with correcting such rejected Construction Work, including any additional testing and inspections made necessary thereby.

4. In addition to its warranty obligations set forth elsewhere herein, Contractor shall be specifically obligated to correct at its cost and expense any and all defective or nonconforming Construction Work for a period of twelve (12) months following Final Completion upon written direction from the City. This obligation shall survive final payment by the City and termination of the Contract.

5. Nothing contained in Paragraph 4 shall establish any period of limitation with respect to other obligations which Contractor has under the Contract. Establishment of the one-year time period in Paragraph 4 above relates only to the duty to Contractor to specifically correct the Construction Work.

6. The City may, but shall in no event be required to, choose to accept defective or nonconforming Construction Work. In such event, the Contract Price shall be reduced by the reasonable costs of removing and correcting the defective or nonconforming Construction Work. The City shall be entitled to a reduction in the Construction Price regardless of whether the City has, in fact, removed and corrected such defective Construction Work. If the unpaid balance of the Construction Price, if any, is insufficient to compensate the City for the acceptance of defective or nonconforming Construction Work, Contractor shall, upon written demand from the City, pay the City such additional compensation for accepting defective or nonconforming Construction Work.

ARTICLE 17
SUSPENSION AND TERMINATION

1. The City may for any reason whatsoever suspend performance under the Contract. The City shall give written notice of such suspension to Contractor specifying when such suspension is to become effective.

2. From and upon the effective date of any Suspension ordered by the City, Contractor shall incur no further expense or obligations in connection with this Contract and Contractor shall cease its performance. Contractor shall also, at the City's direction, either suspend or assign to the City any of its open or outstanding subcontracts or purchase orders.

3. In the event the City directs a suspension of performance under this Article 17, through no fault of Contractor, and provided Contractor submits a proper claim as provided in this Contract, the City shall pay Contractor as full compensation for such suspension Contractor's reasonable costs, actually incurred and paid, of:

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(a) Demobilization and remobilization, including such costs paid to Subcontractors
(b) Preserving and protecting Construction Work in place;
(c) Storage of materials or equipment purchased for the Project, including Insurance.
(d) Performing in a later, or during a longer, time frame than that contemplated by this contract.

4. If the City lifts the suspension it shall do so in writing and Contractor shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Contractor has exercised its right of termination as provided herein.

5. The City reserves the right, for any reason whatsoever (including, but not limited to, the City's failure to appropriate funding for this Contract), or without reason, terminate performance under the Contract by Contractor for convenience. The City shall give thirty (30) calendar days advance written notice of termination for convenience to Contractor. Contractor shall incur no further obligations in connection with the Contract and Contractor shall stop Work when such termination becomes effective. Contractor shall also, at the City's direction, either terminate or assign to the City outstanding orders and subcontracts. Contractor shall settle the liabilities and claims arising out of any terminated subcontracts and orders. The City may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to the City or its designee. Contractor shall transfer title and deliver to the City such completed or partially completed Design Documents (if any), Construction Work and materials, equipment, parts, fixtures, information and Contract rights as Contractor has.

6. When terminated for convenience, Contractor shall be compensated as follows:

(a) Contractor shall submit a termination claim to the City specifying the amounts believed to be due because of the termination for convenience together with costs, pricing or other data required by the City. If Contractor fails to file a termination claim within three (3) months from the effective date of termination, the City shall pay Contractor an amount derived in accordance with Subparagraph (c) below;
(b) The City and Contractor may agree to the compensation, if any, due to Contractor under this paragraph;
(c) Absent agreement to the amount due to Contractor, the City shall pay Contractor, as full compensation for termination for convenience, the following amounts:

(i) the Cost of the Construction Work and Services, as defined and allowed by to the extent incurred or paid prior to receipt by Contractor of the notice of termination;
(ii) such portion of Work which is completed and unpaid as of the date of receipt by Contractor of the notice of termination; and

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(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders hereinabove. These costs shall not include amounts paid in accordance with other provisions of this Contract. In no event shall Contractor be entitled to recover lost profits or other incidental or consequential damages from the City on account of a termination for convenience, or an erroneous termination for cause as described below.

7. If Contractor does not perform the Construction Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then the City may by written notice to Contractor, without prejudice to any other right or remedy against Contractor or others, terminate the performance of Contractor and take possession of the Project site and of all materials and equipment at the site and may finish the Construction Work by whatever methods it may deem expedient. In such cases, Contractor shall not be entitled to receive any further payment until the Construction Work is finished.

8. In the event the employment of Contractor is terminated by the City for cause and it is subsequently determinedly a court or other tribunal of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Paragraph and the provisions of this Paragraph regarding compensation shall apply.

ARTICLE 18
INDEMNITY

1. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold the City, its elected officials, officers, agents and employees, harmless for, from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent, grossly negligent or strictly liable act or omission of Contractor, its officers, agents, or employees, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its elected officials, officers, agents, employees or separate contractors. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

ARTICLE 19
INSURANCE AND BONDS

See *Exhibit C.*

ARTICLE 20
CANCELLATION UNDER A.R.S. § 38-511

1. This Contract may be cancelled pursuant to the terms of Arizona Revised Statutes Section 38-511 as amended.

ARTICLE 21
GIFT TO PUBLIC SERVANT

1. The City may terminate this Contract immediately if Contractor has offered, conferred, or agreed to confer any benefit upon a City of Buckeye employee or official that the City of Buckeye employee or official is prohibited by law from accepting.

2. For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

3. Notwithstanding any other legal remedies, the City may require Contractor to remove any employee of Contractor from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made to Contractor as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

ARTICLE 22
NONDISCRIMINATION

1. As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any work under this Contract, Contractor, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of the City, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

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2. Subject to existing law, and regulations, illegal or undocumented persons will not be employed by the Contractor for any work or services to be performed pursuant to this contract. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract. Contractor shall notify the City upon the selection and agreement with any sub-contractor, and shall notify the City prior to any subcontractor being on site doing work. Contractor agrees to comply with the provisions of section 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act ("INA") (8 U.S.C.1324a(a)(1)(A), 1324a(a)(2)) (the "INA employment provisions"), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented persons. Under the terms of this agreement, the Contractor shall not knowingly hire or employ for any work performed pursuant to this contract any workers or employees not lawfully authorized to work in the United States under the provisions of the INA or any other applicable federal or state laws. Violation of the provisions of this Article 22 shall be deemed a material breach of this Contract.

ARTICLE 23
MISCELLANEOUS PROVISIONS

1. This Contract shall be governed by the laws and court decisions of the State of Arizona. This Contract is performed in Maricopa County, Arizona, and exclusive venue for the enforcement of rights or legal obligations under this Contract shall be in Maricopa County, Arizona.

2. This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective successors and, except as otherwise provided in this Contract, their assigns.

3. Contractor shall not assign this Contract, or any part of this Contract, without prior written consent of the City.

4. All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five days after mailing.

If intended for the City, to:

William Kauppi
Chief Financial Officer, Finance
City of Buckeye
530 E. Monroe Ave.
Buckeye, Arizona 85326
Phone: 623.349.6225

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If intended for Contractor, to:

M. R. Tanner Development and Construction, LLC
Josh Skinner, JOC Account Manager
1327 W. San Pedro Street
Gilbert, Arizona 85233
Phone: 480.633.8500
Email: jskinner@mrtanner.com

5. No information relative to the existence or the details of the Design Services or the Construction Work shall be released by Contractor, either before or after completion of the Project, for publication, advertising or any commercial purposes without the City's prior written consent.

6. In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

7. This Contract, with all Exhibits and incorporated or referenced attachments, and any Job Order, together with Contractor's and Surety's performance and payment bonds for the Project, constitute the entire and exclusive agreement between the City and Contractor with reference to the Project. This Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.

8. If the City Council does not appropriate funds to continue this Contract or any Job Order into a subsequent fiscal year, and pay for charges hereunder or under any current Job Order for a Project that extends into a new fiscal year, the City may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Contractor at least thirty (30) days prior to any termination for a lack of funds and will pay to the Contractor all approved charges incurred prior to Contractor's receipt of such notice, subject to the availability of funds therefore.

9. Cooperative Purchasing- Specific eligible political subdivisions and nonprofit educational or health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

ARTICLE 24
E-VERIFY

1. E-Verify Requirements. To the extent applicable under Ariz. Rev. Stat. §41-4401, Contractor and its subconsultants warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under Ariz. Rev. Stat. §23-214(A). The Contractor or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

2. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the City. The Contractor and its subcontractors shall cooperate with the City's random inspections including granting the City's entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

ARTICLE 25
ISRAEL

1. To the extent required by applicable law, pursuant to Arizona Revised Statute § 35-393.01, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of Israel, or any entity that does business in Israel or any territories controlled by Israel.

[SIGNATURE PAGE TO FOLLOW]

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

THEREFORE, the City of Buckeye by its Mayor and City Clerk have hereunto subscribed their names this September 03, 2024.

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

CONTRACTOR:

M. R. TANNER DEVELOPMENT AND CONSTRUCTION, LLC, an Arizona limited liability company

Chad Montoya, Vice President

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAA1wOEuOgowakDJF5apyd(4ZFkza1RM_an

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

EXHIBIT A
TO
JOB ORDER CONTRACT FOR
STREET MAINTENANCE
BETWEEN
CITY OF BUCKEYE
AND
M. R. TANNER DEVELOPMENT AND CONSTRUCTION, LLC

[CONTRACTOR'S STATEMENT OF QUALIFICATIONS (SOQ)]
SEE FOLLOWING PAGES

ALL EXHIBITS ARE ON FILE IN THE OFFICE OF THE CITY CLERK

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

MR TANNER CONSTRUCTION

BUCKEYE AZ

REQUEST FOR QUALIFICATIONS (RFQ: 2024193)
JOB ORDER CONTRACTING (JOC) GENERAL:

CATEGORY 1: Street Maintenance

Pave, Patch & Mill Projects / Sealing Applications Projects

June 17, 2024





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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

MR TANNER DEVELOPMENT AND CONSTRUCTION, LLC.
STREET MAINTENANCE SERVICES

EXHIBIT B
JOB ORDER NO. 1

See the following pages.

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

TOWN OF PARADISE VALLEY
JOB ORDER CONTRACTING AGREEMENT
WITH
MR TANNER DEVELOPMENT AND CONSTRUCTION, LLC.

JOB ORDER NO. 1

STREET MAINTENANCE

This Job Order No. 1 (this "**Job Order**") is entered into on this 26 day of June, 2025 (the "**Effective Date**") by and between the Town of Paradise Valley, an Arizona municipal corporation (the "**Town**") and M.R. Tanner Development and Construction, LLC, an Arizona Limited liability company whose principal place of business is located at 1327 W. San Pedro Street, Gilbert, AZ 85233 (the "**Contractor**"). This Job Order is subject to and governed by the terms and conditions of the City of Buckey Contract No. 2025081 (the "**Base Agreement**") and of Town of Paradise Valley Linking Agreement for Cooperative Purchase No. CON-25-031-PBW (the "**Agreement**").

ARTICLE 1
Scope of Work

The Contractor shall furnish all labor, materials, and equipment, as more fully set forth in the proposal document titled "Paradise Valley Pavement Maintenance 2025 2 Inch 40th Street" and dated January 16, 2025, which is attached hereto as **Attachment 1** and incorporated as if fully set forth herein (the "**Work**"), as set forth in the Plans and Specifications, which are attached hereto as **Attachment 2** and incorporated as if fully set forth herein (the "**Project**").

ARTICLE 2
Schedule of Completion

The Contractor shall commence work within 10 days from issuance by the Town of a Notice to Proceed and shall complete the Work within ninety (90) calendar days. In view of the difficulty or impossibility of determining the Town's damages from delay, should the Contractor fail to achieve Substantial Completion within the above number of calendar days, as may be extended by any Town-approved Change Orders, the Contractor agrees to pay and will pay to the Town, in addition to all other sums owed pursuant to the Agreement, the sum of $280 for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the cost of the Work as it becomes due. Should liquidated damages exceed the cost of the Work due or to become due, then the Contractor shall pay the Town the difference within three days of receipt of written demand.

ARTICLE 3
Cost of the Work

The Contractor shall complete the work for the prices set forth in **Attachment 1**. The total cost to complete the Work under this Job Order shall not exceed $1,742,906.70.

ARTICLE 4
Bonds

Payment and Performance Bonds are required for this Project and are attached hereto as **Attachment 3** and incorporated as if fully set forth herein.

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ARTICLE 5
Additional Terms

This Job Order is subject to the terms and conditions of the Agreement and the Base Agreement and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Job Order, the Contractor certifies its compliance with A.R.S. § 35-393.01.

To the extent applicable under A.R.S. § 35-394, the Contractor certifies that it does not, and will not for the duration of the Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

In the event of any conflict or discrepancy between the terms of this Job Order, the Agreement, the Base Agreement, **Attachment 2** to this Job Order, and **Attachment 1** to this Job Order, the documents shall govern in that order.

ARTICLE 6
Attachments

This Job Order includes and incorporates the following Attachments:

Attachment 1 – Proposal
Attachment 2 – Plans and Specifications
Attachment 3 – Payment and Performance Bonds

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

DocuSigned by:
Andrew Ching
5B8E4040A9944A3...
Andrew Ching, Town Manager

M.R. Tanner Development and Construction LLC
an Arizona limited liability company:

By: _____

Name: Chad Montoya

Title: Vice President

ATTEST:

DocuSigned by:
Duncan Miller
FD56FF67A95043D...
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Signed by:
6C9F79CECF0C427...
Andrew J. McGuire, Town Attorney

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

ATTACHMENT 1
TO
JOB ORDER NO. ONE

Proposal – Paradise Valley Pavement Maintenance 2025 2 inch 40 ST (1.16.25)

See the following page.

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

M.R. TANNER CONSTRUCTION

1327 W. SAN PEDRO STREET GILBERT, AZ 85233

To:	PARADISE VALLEY, TOWN OF	**Contact:**	Chris Martinez
Address:	PUBLIC WORKS	**Phone:**	
	PARADISE VALLEY, AZ 85253-4399	**Fax:**	
Project Name:	PARADISE VALLEY PAVEMENT MAINTENANCE 25/26 BUDGET PROPOSAL	**Bid Number:**	
Project Location:		**Bid Date:**	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
SECTION 2 (REMAINING AFTER 6.30.25)				
CRACK FILL	422,163.00	LF	$0.25	$105,540.75
PMM	94,550.00	SY	$1.50	$141,825.00
STRIPING	1.00	LS	$5,000.00	$5,000.00
TRAFFIC CONTROL	15.00	DY	$1,750.00	$26,250.00
Total Price for above SECTION 2 (REMAINING AFTER 6.30.25) Items:				**$278,615.75**
1/2 SECTION 6 (REMAINING TO BE DEFERRED TO FY 26/27)				
2" MILLING	105,000.00	SY	$2.50	$262,500.00
2" AC CAP (1/2" PMTR)	105,000.00	SY	$20.00	$2,100,000.00
PRELOWER UTILITIES	145.00	EACH	$490.00	$71,050.00
ADJUST MANHOLE	70.00	EACH	$700.00	$49,000.00
ADJUST WATER VALVE	75.00	EACH	$670.00	$50,250.00
SURVEY MONUMENT 120-1B	12.00	EACH	$290.00	$3,480.00
TRAFFIC CONTROL ALLOWANCE	1.00	LS	$86,000.00	$86,000.00
POLICE OFFICERS	1.00	LS	$67,000.00	$67,000.00
Total Price for above 1/2 SECTION 6 (REMAINING TO BE DEFERRED TO FY 26/27) Items:				**$2,689,280.00**
TATUM BLVD				
MICROSEAL	113,560.00	SY	$5.33	$605,274.80
TRAFFIC CONTROL	33.00	DY	$1,750.00	$57,750.00
STRIPING	1.00	LS	$73,970.00	$73,970.00
Total Price for above TATUM BLVD Items:				**$736,994.80**
SCOTTSDALE ROAD				
3" MILLING	15,500.00	SY	$3.00	$46,500.00
3" AC CAP (1/2" PMTR)	15,500.00	SY	$24.00	$372,000.00
PRELOWER UTILITIES	18.00	EACH	$490.00	$8,820.00
ADJUST MANHOLE	6.00	EACH	$700.00	$4,200.00
ADJUST WATER VALVE	4.00	EACH	$670.00	$2,680.00
SURVEY MONUMENT 120-1A	2.00	EACH	$800.00	$1,600.00
SAWCUT/REMOVE CONCRETE/AC	1,420.00	SF	$30.00	$42,600.00
SAWCUT/REMOVE CURB AND GUTTER	50.00	LF	$35.00	$1,750.00
SIDEWALK/RAMPS	1,225.00	SF	$30.00	$36,750.00
VALLEY GUTTER & CONCRETE APRON	375.00	SF	$35.00	$13,125.00

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Item Description	Estimated Quantity	Unit	Unit Price	Total Price
CURB & GUTTER	50.00	LF	$40.00	$2,000.00
TRAFFIC CONTROL ALLOWANCE	1.00	LS	$62,000.00	$62,000.00
POLICE OFFICERS	1.00	LS	$43,000.00	$43,000.00
			Total Price for above SCOTTSDALE ROAD Items:	**$637,025.00**

Total Bid Price: **$4,341,915.55**

Notes:

- PROJECT DESCRIPTION: PROVIDE PAVEMENT MAINTENANCE SERVICES ON THE LOCATIONS DESCRIBED ABOVE. PRICING INCLUDES ALL LABOR AND MATERIAL TO PREP, CLEAN CRACKS AND PAVEMENT TO INSTALL CRACK SEAL, PMM (SEALCOAT) TO THE ROADWAYS. ALSO INCLUDES THE SAME FOR TYPE II MICROSEAL. ALSO INCLUDES STRIPING OF THE SAME.
- CONTRACT TERMS AND CONDITIONS BASED ON BUCKEYE CONTRACT NO. 2025081.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: Town of Paradise Valley

DocuSigned by:

Signature: Andrew Ching

5B8E6040A9420...

Date of Acceptance: 6/26/2025

CONFIRMED:

M.R. TANNER DEVELOPMENT & CONSTRUCTION, LLC.

Authorized Signature:

Estimator: Chad Montoya
480-633-8500 cmontoya@mrtanner.com

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

ATTACHMENT 2
TO
JOB ORDER NO. ONE

PLANS AND SPECIFICATIONS

See the following page(s).

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PV STREETS MAINTENANCE MATERIALS & SPECS

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

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City of Phoenix Mix Design

Low Volume ½" Conventional Asphalt

The Public Works Department currently uses City of Phoenix ½" Low Volume Mix Design for our residential and collector streets. It was designed to uphold the valley's extreme temperatures. The ½" aggregate prevents less voids in the asphalt which helps reduce traffic noise.

- Require a full mill at a depth of 1 ½"
- Pave back 1 ½" of City of Phoenix, Low Volume asphalt

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

City of Phoenix
Design and Construction Management
Materials Lab
2018 Approved Conventional Asphalt Mix Designs

The following mix designs have been approved by the City of Phoenix Materials Lab for use on all City of Phoenix projects:

PLANTS	Dispatch Phone	A-1 1/2" 4.3% (Mix Design Date)	C-3/4" 5.0% HV (Mix Design Date)	C-3/4" 5.5% LV (Mix Design Date)	D-1/2" 5.1% HV (Mix Design Date)	D-1/2" 5.6% LV (Mix Design Date)
Hanson #34 Higley	602-685-3450	AZ3425PH (1/22/2017)	AZ3419PH (1/10/2018)	AZ3419PL (1/10/2018)	AZ3412PH (1/10/2018)	AZ3412PL (1/10/2018)
Hanson #35 (51st Ave)		AZ3525PH (1/10/2018)	AZ3519PH (1/10/2018)	AZ3519PL (1/10/2018)	AZ3512PH (1/10/2018)	AZ3512PL (1/10/2018)
Southwest Asphalt #4 El Mirage	602-268-9011	452CH (1/23/2018)	432CH (1/23/2018)	432DH (1/23/2018)	422CH (1/23/2018)	422DH (1/23/2018)
Southwest Asphalt #10 New River		152CH (1/23/2018)	132CH (1/23/2018)	132DH (1/23/2018)	122CH (1/23/2018)	122DH (1/23/2018)
*Vulcan Gomez (5223-221)	602-254-0081	18151G (2/20/2018)	28151G (2/20/2018)	28152G (2/20/2018)	38151G (2/20/2018)	38152G (2/20/2018)
*Vulcan 19th Ave (5224-211)		18151H (2/20/2018)	28151H (2/20/2018)	28152H (2/20/2018)	38151H (2/20/2018)	38152H (2/20/2018)
*Vulcan #117 West 43rd Ave (5182-211)		18151D (3/12/2018)	28151D (3/12/2018)	28152D (3/12/2018)	38151D (3/12/2018)	38152D (3/12/2018)
*Vulcan #130 Sun City (5180-211)		18151S (5/15/2018)	28151S (5/15/2018)	28152S (5/15/2018)	38151S (5/15/2018)	38152S (5/15/2018)
*Vulcan West Broadway (5184-211)		18151W (4/18/2018)	28151W (4/18/2018)	28152W (4/18/2018)	38151W (4/18/2018)	38152W (4/18/2018)
*Solterra Materials, LLC	480-895-3555		S18-2-6H (8/10/2018)	S18-2-6L (8/10/2018)	S18-2-8H/S18-2-7H (9/12/2018)	S18-2-8L/S18-2-7L (9/12/2018)

*For **ALL** Vulcan & Solterra Materials Mix Designs, verify the oil supplier from the ticket and specify which oil supplier is being utilized in the daily report. Note the oil supplier on the City of Phoenix sample card.

AREAS HIGHLIGHTED IN YELLOW
IS PHOENIX LOW VOLUME 1/2" MIX DESIGN

Updated 10/16/2018

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Rubberized Asphalt Mix Design

Rubberized asphalt is used on the Town's major arterials. Rubberized asphalt roads require little to no maintenance over the life span of the asphalt and reduces traffic noise by 10-15 decibels less than standard conventional asphalt.

- Require a full mill at a depth of 1 ½"
- Pave back 1 ½" of ½" High Volume Rubberized asphalt

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

City of Phoenix
Design and Construction Management
Materials Lab
2018 Approved Polymer Modified Asphalt Rubber (PMAR) Mix Designs

The following mix designs have been approved by the City of Phoenix Materials Lab for use on all City of Phoenix projects:

PLANTS	Dispatch Phone	TR 6.0% HV (Mix Design Date)	TR 6.2% LV (Mix Design Date)	TR 5.7% (Mix Design Date)		
Hanson #34 Higley	602-685-3450	AZ3412TRPH (1/10/2018)	AZ3412TRPL (1/10/2018)			
Hanson #35 (51st Ave)		AZ3512TRPH (2/5/2018)	AZ3512TRPL (2/5/2018)	AZ3512TR (8/30/2018)		
Southwest Asphalt #4 El Mirage	602-268-9011	422CT (3/7/2018)	422DT (3/7/2018)			
Southwest Asphalt #1 New River		122CT (3/7/2018)	122DT (3/7/2018)			
*Vulcan Gomez (5223-211)	602-254-0081					
*Vulcan 19th Ave (5224-211)		38643H (2/2/2018)	38644H (2/2/2018)			
*Vulcan #117 West 43rd Ave(5182-211)		38643D (2/2/2018)				
*Vulcan #130 Sun City (5180-211)						
*Vulcan W. Broadway Plant (5184-211)						
Solterra Materials, LLC	480-895-3555			S18-2-10 (10/9/2018)		

*For **ALL** Vulcan Materials Mix Designs, verify the oil supplier from the ticket and specify which oil supplier is being utilized in the daily report. Note the oil supplier on the City of Phoenix sample card.

AREAS HIGHLIGHTED IN YELLOW
IS ASPHALTIC RUBBER HIGH VOLUME MIX DESIGN

Updated: 7/12/18

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

East Valley Asphalt Committee (EVAC)

Approved Conventional Mix Designs

Low Volume ½" Conventional Asphalt

The Public Works Department currently uses EVAC Approved mix designs for ½" Low Volume for our residential and collector streets, see highlighted product codes in tables below of mixes used on Town owned streets. It was designed to uphold the valley's extreme temperatures. The ½" aggregate prevents less voids in the asphalt which helps reduce traffic noise.

- Require a full mill at a depth of 1 ½" – 2"
- Pave back 1 ½" (up to 2") of ½"Low Volume asphalt

Updated 1-28-2025

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

EVAC

East Valley Asphalt Committee

Conventional Mixes

2023-2024 Approved Asphalt Mix Designs

Mixes Highlighted in Red are Only Approved for Use in the City of Scottsdale

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Martin Marietta	34 (Coolidge)	1/2" PG 70-10	AZ3412ER	5.7	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	1/2" PG 70-10 15% RAP	AZ3412ERRAP	5.80	5/31/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	1/2" PG 70-10	AZ3412SPEA-2024	6.2	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 70-10	AZ3419ER	5.1	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 70-10 15%RAP	AZ3419ERRAP	5.60	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 70-10	AZ3419SPEA-2024	6.0	6/5/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 70-10	AZ3512ER-2023	5.7	2/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	1/2" PG 70-10	AZ3512SPEA-2024	5.8	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	3/4" PG 70-10	AZ3519ER-2023	5.3	2/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	3/4" PG 70-10	AZ3519SPEA-2024	5.4	1/29/2024	HF Sinclair
Solterra	1 (Coolidge)	1/2" PG 70-10	S24-1-10W	5.1	8/15/2024	Western

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Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Solterra	1 (Coolidge)	3/4" PG 70-10 15% RAP	S24-1-13W	5.1	8/19/2024	Western
Solterra	1 (Coolidge)	1/2" PG 70-10 15% RAP	S24-1-14W	5.1	8/19/2024	Western
Solterra	1 (Coolidge)	3/4" PG 70-10	S24-1-1W	5.0	8/22/2024	Western
Solterra	1 (Coolidge)	1/2" PG 70-10	S24-1-2W	5.3	8/22/2024	Western
Solterra	1 (Coolidge)	3/4" PG 70-10	S24-1-9W	5.1	8/15/2024	Western
SW Asphalt	10 (New River)	1/2" PG 70-10	121AH	5.3	1/10/2023	HF Sinclair
SW Asphalt	10 (New River)	1/2" PG 70-10	121DH	5.3	1/10/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 70-10	131AH	5.0	1/10/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 70-10	131DH	5.0	1/10/2023	HF Sinclair
SW Asphalt	2 (Florence)	1/2" PG 70-10	221AH	5.3	1/10/2023	Wright
SW Asphalt	2 (Florence)	1/2" PG 70-10	221DH	5.3	1/10/2023	Wright
SW Asphalt	2 (Florence)	3/4" PG 70-10	231AH	5.0	1/10/2023	Wright
SW Asphalt	2 (Florence)	3/4" PG 70-10	231DH	5.0	1/10/2023	Wright
SW Asphalt	3 (Queen Creek)	1/2" PG 70-10	321AH	5.3	1/10/2023	Wright
SW Asphalt	3 (Queen Creek)	1/2" PG 70-10	321DH	5.5	1/10/2023	Wright

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Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
SW Asphalt	3 (Queen Creek)	3/4" PG 70-10	331AH	5.0	1/10/2023	Wright
SW Asphalt	3 (Queen Creek)	3/4" PG 70-10	331DH	5.3	1/10/2023	Wright
SW Asphalt	4 (El Mirage)	1/2" PG 70-10	421AH	5.3	1/10/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	1/2" PG 70-10	421DH	5.3	1/10/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 70-10	431AH	5.0	1/10/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 70-10	431DH	5.0	1/10/2023	HF Sinclair
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	231517Q	4.8	12/21/2022	Marathon
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	231517Q	4.8	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	271518Q	5.1	1/24/2023	Marathon
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	271518Q	5.1	1/24/2023	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	331517Q	5.3	12/21/2022	Marathon
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	331517Q	5.3	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	371518Q	5.4	1/24/2023	Marathon
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	371518Q	5.4	1/24/2023	Wright
Vulcan	5180 (Sun City)	3/4" PG 70-10	231517S	4.6	1/3/2023	Wright

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East Valley Asphalt Committee (EVAC)

Approved Modified Mix Designs

½" PG 76-22 PMTR (Polymer Modified Tire Rubber)

Rubberized asphalt is used on the Town's major arterials, see highlighted product codes in tables below of mixes used on Town owned streets. PMTR reduces maintenance costs over the life span of the asphalt and reduces traffic noise by 10-15 decibels less than standard conventional asphalt. The tire rubber helps increase tensile strength in the asphalt.

- Require a full mill at a depth of 1 ½" – 3"
- Pave back 1 ½" (up to 3") of ½"PMTR Rubberized asphalt

Updated 1-28-2025

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

EVAC

East Valley Asphalt Committee
Modified Mixes

2023-2024 Approved Asphalt Mix Designs

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Martin Marietta	34 (Coolidge)	1/2" PG 76-22 PMTR	AZ3412PMH-2024	6.2	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 76-22 PMTR	AZ3419PMH-2024	6.2	6/5/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 76-22 PMTR 15% RAP	AZ3512PMH15-2024	6.3	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 76-22 PMTR	AZ3512PMH-2024	6.2	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 70-16 TR	AZ3512TRH-2024	6.2	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	3/4" PG 76-22 PMTR 15% RAP	AZ3519PMH15-2023	6.2	2/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	3/4" PG 76-22 PMTR	AZ3519PMH-2023	6.2	1/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	3/4" PG 76-22 PMTR	AZ3519PMH-2024	6.2	4/8/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	3/4" PG 70-16 TR	AZ3519TRH-2023	5.8	2/18/2023	Holly Frontier
Solterra	1 (Coolidge)	3/4" PG 76-22 PMTR	S24-1-3R	6.2	8/12/2024	Wright
Solterra	1 (Coolidge)	3/4" PG 76-22 PM	S24-1-3W	6.2	9/13/2024	Western

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Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Solterra	1 (Coolidge)	1/2" PG 76-22 PMTR	S24-1-4R	6.2	8/12/2024	Wright
Solterra	1 (Coolidge)	1/2" PG 76-22 PM	S24-1-4W	6.2	9/13/2024	Western
Solterra	1 (Coolidge)	3/4" PG 70-16 TR	S24-1-5R	5.8	8/12/2024	Wright
Solterra	1 (Coolidge)	1/2" PG 70-16 TR	S24-1-6R	5.8	8/12/2024	Wright
SW Asphalt	10 (New River)	1/2" PG 76-22 PMTR	121ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	10 (New River)	1/2" PG 70-16 TR	121AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 76-22 PMTR	131ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 70-16 TR	131AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	2 (Florence)	1/2" PG 76-22 PMTR	221ARW	6.2	11/13/2023	Wright
SW Asphalt	2 (Florence)	1/2" PG 70-16 TR	221AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	2 (Florence)	3/4" PG 76-22 PMTR	231ARW	6.2	11/13/2023	Wright
SW Asphalt	2 (Florence)	3/4" PG 70-16 TR	231AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	3 (Queen Creek)	1/2" 76-22 PMTR	321ARW	6.2	11/13/2023	Wright
SW Asphalt	3 (Queen Creek)	1/2" PG 70-16 TR	321AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	3 (Queen Creek)	3/4" PG 76-22 PMTR	331ARW	6.2	11/13/2023	Wright

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Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
SW Asphalt	3 (Queen Creek)	3/4" PG 70-16 TR	331AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	1/2" PG 76-22 PMTR	421ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	1/2" PG 70-16 TR	421AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 76-22 PMTR	431ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 70-16 TR	431AXH	5.8	11/13/2023	HF Sinclair
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR	236417Q	6.2	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR	236417Q	6.2	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	3/4" PG 70-16 TR	236617Q	5.8	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	3/4" PG 70-16 TR	236617Q	5.8	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR 15% RAP	256417Q	6.0	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR 15% RAP	256417Q	6.0	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	1/2" PG 76-22 PMTR	336417Q	6.2	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 76-22 PMTR	336417Q	6.2	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	1/2" PG 70-16 TR	336617Q	5.8	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 70-16 TR	336617Q	5.8	12/21/2022	Holly Frontier

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High Density Mineral Bond

(Preferred treatment for utility companies)

Polymer Modified Master (PMM) Seal is the type of High Density Mineral Bond used by the Public Works Department. PMM reduces oxidative damage from moisture and UV rays from the Sun. PMM helps reduce asphalt cracking and helps extend the life cycle of the asphalt.

- Ambient and surface temperature must be at least 55 degrees or higher
- Application rate for PMM .14 - .18 gallons/square yard per coat
- Two coats of PMM are required
- Do not apply if rain is forecast within 24 hours

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

High Density Mineral Bond

APPLICATION RATES:

The recommended application rates for **PMM** are .14-.18 gallons/square yard per coat. Application rates may be adjusted depending on the pavement condition, traffic volume and other factors.

MIX DESIGN:

PMM assures factory quality control specifications at the jobsite eliminating the need for contractor addition of water and other additives. Additional aggregate may be added by the contractor to meet specific job requirements based on pavement surfaces, traffic volume, etc.

SURFACE PREPARATION:

Pavement must be free of loose and embedded dirt, dust, vegetation and other foreign material. If traditional cleaning methods are not effective a power washer or tack coat of asphalt emulsion diluted 1:4 with water may be used. Structural repairs should be made and cracks 1/4" and larger
Should be sealed with approved crack sealant material. All grease and oil spots should be treated with PrepSeal or PetroSeal.

APPLICATION EQUIPMENT:

PMM may be applied by hand spray / squeegee, mechanical spray tankers or squeegee machines. Application units should be equipped with mechanical agitation systems to maintain the consistency of the material during the Application, or to mix additional aggregate if needed.

TEST PROPERTIES	TEST METHOD	SPECIFICATION
EMULSION:		
Uniformity	ASTM D 2939.04	PASS
Weight/gallon @ 77 deg. F	ASTM D 2939.07	10.5 lbs./gal.min
Residue by Evaporation (Solids), %	ASTM D 2939.08	50% min.
Asphalt Content by Weight, %	ASTM D 2939.21	17 min.
VOC Content by Volume, %	ASTM D 244-89	< 3%
Fine Aggregate and Mineral Filler Content by	Manufacture Certification	34% min.
Weight, %		
Polymer Content by Volume, %	Manufacture Certification	1.8%
PERFORMANCE BASED TESTING:		
Resistance to Heat (No sagging or slipping observed.)	ASTM D 2939.14	PASS
Resistance to Water (No blistering or re-emulsification.)	ASTM D 2939.15	PASS
Wet Flow, mm	ASTM D 2939.19	0
Direct Flame Test (No continued combustion after 10 sec. No slippage, run down or charred material observed.)	ASTM D 2939.20	PASS
Wet Film Continuity (Material was uniformly distributed; no signs of inconsistency.)	ASTM D 2939.22	PASS
Resistance to Kerosene (No leakage of kerosene, loss of adhesion or discoloration of tile.)	ASTM D 2939.25	PASS
Wet Track Abrasion Test (1 hr.) gms/sqft. loss	ASTM D 3910	< 15
Wet Track Abrasion Test (6 day) gms/sqft. loss	ASTM D 3910	< 15
FINE AGGREGATE SIEVE ANALYSIS:	MESH SIZE	% PASSING (+ or -2)
	40	100
	50	93
	70	80
	80	69
	120	49
	200	35
	325	2

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Liquid Road

(Heavier surface seal)

Liquid Road is a polymer-modified, fiber asphalt emulsion that is mixed with specially graded aggregate and is highly durable and slip resistant surface treatment.

- Ambient and surface temperature must be at least 55 degrees or higher
- Application rate for PMM .25 - .35 gallons/square yard per coat
- Two coats of PMM are required
- Do not apply if rain is forecast within 24 hours

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

APPLICATION RATES:

The recommended application rates for **Liquid Road** are .25-.35 gallons/square yard per coat. Application rates may be adjusted depending on the pavement condition, traffic volume and other factors.

MIX DESIGN:

Liquid Road assures factory quality control specifications at the jobsite eliminating the need for contractor addition of water and other additives. Additional aggregate may be added by the contractor to meet specific job requirements based on pavement surfaces, traffic volume, etc.

SURFACE PREPARATION:

Pavement must be free of loose and embedded dirt, dust, vegetation and other foreign material. If traditional cleaning methods are not effective a power washer or tack coat of asphalt emulsion diluted 1:4 with water may be used. Structural repairs should be made and cracks 1/4" and larger

Should be sealed with approved crack sealant material. All grease and oil spots should be treated with PrepSeal or PetroSeal.

APPLICATION EQUIPMENT:

Liquid Road shall be applied by mechanical squeegee/brush equipment. Equipment shall have continuous agitation or mixing capabilities to maintain homogenous consistency of **Liquid Road** and aggregate mixture throughout the application process. Truck mount or self- propelled squeegee/brush equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of **Liquid Road** into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

	TEST METHOD	SPECIFICATION
EMULSION:		
Uniformity	ASTM D 2939.04	PASS
Weight/gallon @ 77 deg. F	ASTM D 2939.07	11.0 lbs./gal.min
Residue by Evaporation (Solids), %	ASTM D 2939.08	55% min.
Asphalt Content by Weight, %	ASTM D 2939.21	15% min.
VOC Content by Volume, %	ASTM D 244-89	< 3%
Fine Aggregate and Mineral Filler Content by	Manufacture Certification	34% min.
Weight, %		
Polymer Content by Volume, %	Manufacture Certification	1.8%
PERFORMANCE BASED TESTING:		
Resistance to Heat (No sagging or slipping observed.)	ASTM D 2939.14	PASS
Resistance to Water (No blistering or re-emulsification.)	ASTM D 2939.15	PASS
Wet Flow, mm	ASTM D 2939.19	0
Direct Flame Test (No continued combustion after 10 sec. No slippage, run down or charred material observed.)	ASTM D 2939.20	PASS
Wet Film Continuity (Material was uniformly distributed; no signs of inconsistency.)	ASTM D 2939.22	PASS
Resistance to Kerosene (No leakage of kerosene, loss of adhesion or discoloration of tile.)	ASTM D 2939.25	PASS
Wet Track Abrasion Test (1 hr.) gms/sqft. loss	ASTM D 3910	< 15
Wet Track Abrasion Test (6 day) gms/sqft. loss	ASTM D 3910	< 20

AGGREGATE SIEVE ANALYSIS:			
SILICA SAND		FINE AGGREGATE	
Mesh Size	% PASSING (+ or -2)	Mesh Size	% PASSING (+ or -2)
16	99	40	100
20	86	50	93
30	58	70	80
40	26	80	69
50	4	120	49
70	1	200	55
100	0.2	325	2

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Rubberized Micro Seal

The Public Works Department uses Rubberized Micro-Seal on minor arterials that are beyond a PMM surface treatment but not ready for a mill & overlay. Rubberized Micro-Seal is a protective seal coat which extends the life of pavement. It is a thin, tough layer of asphalt emulsion blended with rubber and finely crushed stone for traction and protection from moisture and UV rays from the sun. Rubberized Micro-Seal can extend the life of asphalt for up to seven years.

- Application rate per MAG specs (section 714.2.2) shall be 18 – 24 pounds per square yard
- Ambient temperatures must be above 50 degrees

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

The mix design for rubberized micro-seal must be approved by the Engineer prior to the start of micro surfacing production. After the mix design has been approved, no material substitution will be permitted unless approved by the Engineer.

ii. In addition to the other requirements stated herein, the mix design shall conform to the requirements of Table 2.

TABLE 2		
PROPERTY	TEST METHOD	**REQUIREMENT**
Residual Asphalt Content	ASTMD 2172	6.0%- 11.5% ,by weight of dry aggregate
Mineral Filler	ASTM C136	0.1%-2.0%, by weight of dry aggregate
Additive	----	As required for mix properties
Water	----	As required for mix properties
Polymer Content/Type	----	4%min
Mix Time @ 77° F	ISSA TB-113	Controllable to 120 seconds minimum
Wet Track Abrasion Loss, (1hour soak)	ISSA TB-100	50 g/ft^2 maximum
Wet Track Abrasion Loss, (6 day soak)	ISSA TB-100	75 g/ft^2 maximum
Wet Stripping	ISSA TB-114	90%minimum
Wet Cohesion, @ 30 minutes minimum (Set)	ISSA TB-139	12 Kg/em minimum
Consistency	(ISSA T-106)	2.5 to 3.0 em
Wet Cohesion, @ 60 minutes minimum (Traffic)	ISSA TB-139	20 Kg/em minimum
Loaded Wheel Sand Adhesion	ISSA TB-109	50 g/ft^2 maximum
Lateral Displacement	ISSA TB-147	5% maximum
Specific Gravity after 1,000 cycles of 125 lb.	ISSA TB-147	2.10 maximum

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Signs

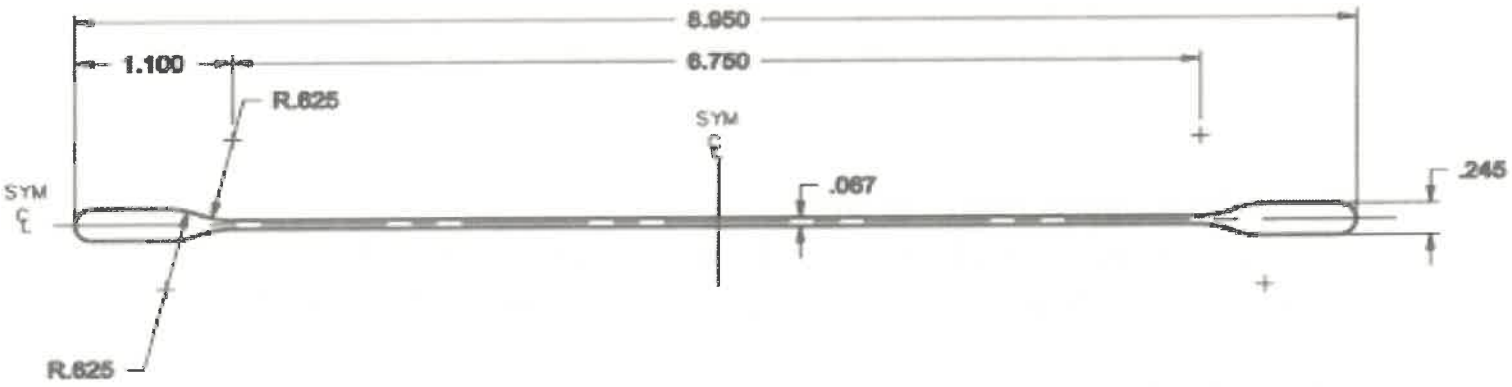
The sign shop uses aluminum, extruded street ID sign blades with white lettering on a blue background except on private roads. Private roads are with blue lettering on a white background. The sign blades are 9 inches in height. The sheeting material used on the street ID signs is Highly Intensive Prismatic (HIP) sheeting for maximum reflectivity at night, the font used is Clearview Hwy-1-B.

All regulatory signs are MUTCD approved and have the same sheeting used on the street ID signs. Regulatory signs come in different shapes and sizes.

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Extruded Sign Blank Specifications

All Street ID Signs are 9 inches in height

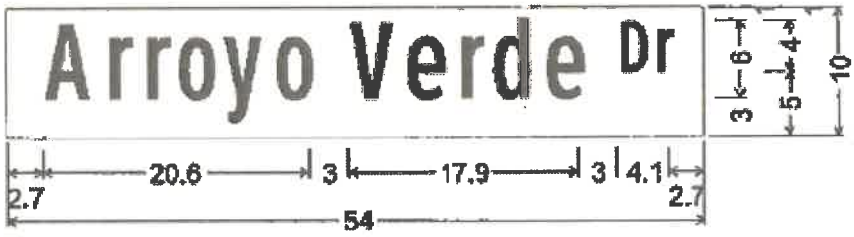




Description	Alloy
Extruded Sign Blank	6061-T6

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Example of Font: Clearview Hwy-1-B. ID Signs are Blue Background, White Lettering



No border, White on Blue;
[Arroyo] ClearviewHwy-1-B;
[Verde] ClearviewHwy-1-B; [Dr] ClearviewHwy-1-B;

Street Sign Supports/Poles and Anchors:

- Sign supports are 1 ¾" X 1 ¾" X 11' powder coated green #GN-03
- Perforated Support Anchors; 2" X 2" X 30" slips into 2 ¼" X 2 ¼" X 30"

MUTCD Height Requirements for Street ID and Regulatory Signs

Per MUTCD Section 2A.18 Minimum Height for Business, Commercial or Residential Areas: Signs installed at the side of the road in business, commercial, or residential areas where parking or pedestrian movements are likely to occur, or where the view of the sign might be obstructed, shall be 7 feet. This pertains to all regulatory and street ID signs.

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Concrete and Color for Sidewalk Panels

Public Works uses a M.A.G. standard 3000 psi concrete with San Diego Buff color added to the mix.

- Slump of the concrete mixture shall be determined in accordance with American Society for Testing and Materials (ASTM) C143. (see MAG, section 725.9)

Concrete Curb and Gutter

Public Works uses a M.A.G. standard 3000 psi gray concrete for all curb and gutter.

- Slump of the concrete mixture shall be determined in accordance with American Society for Testing and Materials (ASTM) C143. (see MAG, section 725.9)

Concrete for Utility Collars

Public Works uses a M.A.G. standard 3000 psi concrete with **BLACK** color added to the mix.

- Slump of the concrete mixture shall be determined in accordance with American Society for Testing and Materials (ASTM) C143. (see MAG, section 725.9)

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M.A.G. 725.9 ACCEPTANCE:

(A) Plastic Concrete Properties

(1) The slump of the concrete shall meet the requirements of ASTM C94 Tolerances in Slump section. When the approved mix design or project specification requirements for slump are a "maximum" or "not to exceed", the following tolerances apply

Specified slump: If 3" or less If more than 3" Plus tolerance 0 inch 0 inch Minus tolerance 1 1/2 inch 2 1/2 inch. When the approved mix design or project specification requirements for slump are not written as a "maximum" or "not to exceed", the following tolerances apply: For design slump of: Tolerance 2 inch and less +/- 1/2 inch More than 2 through 4 inch +/- 1 inch More than 4 inch +/- 1 1/2 inch.

(2) Limit the maximum allowable temperature of the concrete mixture immediately before placement to 90 degrees F unless otherwise specified or unless a higher allowable temperature is pre-approved by the Engineer. At the discretion of the Engineer, recommended practices in ACI 305, Specification for Hot Weather Concreting, can provide good reference information and may be used to modify maximum allowable concrete temperature and acceptance.

Per ACI 306, Specification for Cold Weather Concreting, when the atmospheric temperature at the time of placing concrete is above 30°F the temperature of the concrete, as placed, shall not be less than 60°F. When the atmospheric temperature at the time of placing concrete is between 0°F and 30°F the temperature of the concrete, as placed, shall not be less than 65°F.

(3) Air entrained concrete shall meet the requirements of ASTM C94 Air-Entrained Concrete section. The air content of air-entrained concrete when sampled from the transportation unit at the point of discharge shall be within the approved mix design tolerance or +/- 1.5 % of the specified value. When a representative sample taken prior to discharge shows an air content below the specified level by more than the allowable tolerance, additional air entraining admixture shall be

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added to the concrete mix to achieve the desired air content level, followed by a minimum of 30 revolutions at mixing speed.

(4) Per ASTM C94 Mixing and Delivery section, discharge of the concrete shall be completed within 1 1/2 hour after the introduction of the mixing water to the cementitious materials or the introduction of the cementitious materials to the aggregates. The Engineer may allow the continuation of concrete placement after the 1 1/2 hour time limit has been reached if the concrete is of such slump or workability that it can be placed without the addition of water to the batch.

Any concrete failing to meet the tolerances for plastic concrete properties in 725.9 (A) (1) through (4) shall be reviewed by the Engineer and is subject to rejection.

(B) Hardened Concrete Properties – Compressive Strength

Compressive strength of concrete shall be determined on the basis of cylinder strength tests obtained in accordance with section 725.8.2 and shall be acceptable if the tests meet or exceed the minimum specified strength. When the validity of cylinder strength tests are suspect, the strength of concrete in question shall be determined in accordance with Section 725.8.3.

When compressive strength test results are less than the specified minimum, an Engineering Analysis to determine the impact of the strength reduction may be required by the Engineer prior to the decision to accept or reject the concrete. The Engineering Analysis will be at the Contractor's expense. Any concrete that is rejected by the Engineer shall be removed and replaced by the Contractor at the Contractor's expense.

When concrete is accepted by the Engineer on the basis of test results of less than 100% of the required minimum compressive strength, an adjustment in the concrete unit price may be made for the quantity of concrete represented by such strength tests in accordance with Table 725-2.

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Striping

Thermoplastic tends to be used more in warmer environments. Durability is thermoplastic's biggest advantage over paint. Thermoplastics does last longer than paint, typically 3 to 5 years where paint last approximately 1 year.

- Thermoplastic is to be applied thicker than paint.
- 90 mils is required for long line and skip lines.
- 120 mils is required for crosswalks, arrows and stop bars.

Granite

- Median Islands/R.O.W's – ½" Minus Madison Gold
- Town Hall Complex and Fire Stations – ¼" Washed Madison Gold

Traffic Signal Pole Colors

- Dunn Edwards or approved equivalent
- Color - San Diego Buff – Code# 10-27-08

Hand Rails Color

- Frazee Enamel or approved equivalent
- Color – Western Reserve – Code# 8716N

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ATTACHMENT 3
TO
JOB ORDER NO. ONE

PAYMENT AND PERFORMANCE BONDS

See the following pages.

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

MR TANNER DEVELOPMENT AND CONSTRUCTION, LLC.
STREET MAINTENANCE SERVICES

EXHIBIT C
JOB ORDER NO. 2

See the following pages.

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

TOWN OF PARADISE VALLEY
JOB ORDER CONTRACTING AGREEMENT
WITH
MR TANNER DEVELOPMENT AND CONSTRUCTION, LLC.

JOB ORDER NO. 2

STREET MAINTENANCE

This Job Order No. 1 (this "**Job Order**") is entered into on this 26 day of June, 2025 (the "**Effective Date**") by and between the Town of Paradise Valley, an Arizona municipal corporation (the "**Town**") and M.R. Tanner Development and Construction, LLC, an Arizona Limited liability company, whose principal place of business is located at 1327 W. San Pedro Street, Gilbert, AZ 85233 (the "**Contractor**"). This Job Order is subject to and governed by the terms and conditions of the City of Buckey Contract No. 2025081 (the "**Base Agreement**") and of Town of Paradise Valley Linking Agreement for Cooperative Purchase No. CON-25-031-PBW (the "**Agreement**").

ARTICLE 1
Scope of Work

The Contractor shall furnish all labor, materials, and equipment, as more fully set forth in Proposal Paradise Valley Pavement Maintenance 25/26, which is attached hereto as **Attachment 1** and incorporated as if fully set forth herein (the "**Work**"), as set forth in the Plans and Specifications, which are attached hereto as **Attachment 2** and incorporated as if fully set forth herein (the "**Project**").

ARTICLE 2
Schedule of Completion

The Contractor shall commence work within 10 days from issuance by the Town of a Notice to Proceed and shall complete the Work within ninety (90) calendar days. In view of the difficulty or impossibility of determining the Town's damages from delay, should the Contractor fail to achieve Substantial Completion within the above number of calendar days, as may be extended by any Town-approved Change Orders, the Contractor agrees to pay and will pay to the Town, in addition to all other sums owed pursuant to the Agreement, the sum of $280 for each calendar day of delay as liquidated damages for such delay and not as a penalty. This sum may be withheld from the balance of the cost of the Work as it becomes due. Should liquidated damages exceed the cost of the Work due or to become due, then the Contractor shall pay the Town the difference within three days of receipt of written demand.

ARTICLE 3
Cost of the Work

The Contractor shall complete the work for the prices set forth in **Attachment 1**. The total cost to complete the Work under this Job Order shall not exceed $4,341,915.55.

ARTICLE 4
Bonds

Payment and Performance Bonds are required for this Project and are attached hereto as **Attachment 3** and incorporated as if fully set forth herein.

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ARTICLE 5
Additional Terms

This Job Order is subject to the terms and conditions of the Agreement and the Base Agreement and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Job Order, the Contractor certifies its compliance with A.R.S. § 35-393.01.

To the extent applicable under A.R.S. § 35-394, the Contractor certifies that it does not, and will not for the duration of the Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

In the event of any conflict or discrepancy between the terms of this Job Order, the Agreement, the Base Agreement, **Attachment 2** to this Job Order, and **Attachment 1** to this Job Order, the documents shall govern in that order.

ARTICLE 6
Attachments

This Job Order includes and incorporates the following Attachments:

Attachment 1 – Proposal
Attachment 2 – Plans and Specifications
Attachment 3 – Payment and Performance Bonds

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

DocuSigned by:
Andrew Ching
5B8E4040A9944A3...
Andrew Ching, Town Manager

M.R. Tanner Development and Construction LLC
an Arizona limited liability company:

By: _____

Name: Chad Montoya

Title: Vice President

ATTEST:

DocuSigned by:
Duncan Miller
FD56FF67A95043D...
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Signed by:
6C9F79CECF0C427...
Andrew J. McGuire, Town Attorney

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ATTACHMENT 1
TO
JOB ORDER NO. TWO

Proposal - Pavement Maintenance FY 25/26

See the following page.

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

M.R. TANNER CONSTRUCTION

1327 W. SAN PEDRO STREET GILBERT, AZ 85233

To:	PARADISE VALLEY, TOWN OF	**Contact:**	Chris Martinez
Address:	PUBLIC WORKS	**Phone:**	
	PARADISE VALLEY, AZ 85253-4399	**Fax:**	
Project Name:	PARADISE VALLEY PAVEMENT MAINTENANCE 2025 2 INCH 40 ST (1.16.25)	**Bid Number:**	
Project Location:		**Bid Date:**	

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
SECTION 2				
CRACK FILL	138,414.00	LF	$0.25	$34,603.50
PMM	31,000.00	SY	$1.50	$46,500.00
STRIPING	1.00	LS	$20,000.00	$20,000.00
TRAFFIC CONTROL	6.00	DY	$1,750.00	$10,500.00
REMAINING SECTION 2 MAINTENANCE DEFERRED TO FISCAL YEAR 25/26	1.00	LS	$0.00	$0.00
Total Price for above SECTION 2 Items:				**$111,603.50**
40TH ST FROM COLTER TO 41ST ST				
2" MILLING	20,050.00	SY	$2.50	$50,125.00
2" AC CAP (1/2" PMTR)	20,050.00	SY	$20.00	$401,000.00
PRELOWER UTILITIES	22.00	EACH	$490.00	$10,780.00
ADJUST MANHOLE	15.00	EACH	$700.00	$10,500.00
ADJUST WATER VALVE	7.00	EACH	$670.00	$4,690.00
TRAFFIC CONTROL ALLOWANCE	1.00	LS	$25,000.00	$25,000.00
POLICE OFFICERS	1.00	LS	$16,000.00	$16,000.00
Total Price for above 40TH ST FROM COLTER TO 41ST ST Items:				**$518,095.00**
LINCOLN (7100 E LINCOLN TO 32ND ST)				
MICROSEAL	171,540.00	SY	$5.33	$914,308.20
TRAFFIC CONTROL	50.00	DY	$1,750.00	$87,500.00
STRIPING	1.00	LS	$111,400.00	$111,400.00
Total Price for above LINCOLN (7100 E LINCOLN TO 32ND ST) Items:				**$1,113,208.20**

Total Bid Price: $1,742,906.70

Notes:

- PROJECT DESCRIPTION: PROVIDE PAVEMENT MAINTENANCE SERVICES ON THE LOCATIONS DESCRIBED ABOVE. PRICING INCLUDES ALL LABOR AND MATERIAL TO PREP, CLEAN CRACKS AND PAVEMENT TO INSTALL CRACK SEAL, PMM (SEALCOAT) TO THE ROADWAYS. ALSO INCLUDES THE SAME FOR TYPE II MICROSEAL. ALSO INCLUDES STRIPING OF THE SAME.
- CONTRACT TERMS AND CONDITIONS BASED ON BUCKEYE CONTRACT NO. 2025081.
- SCHEDULE: APRIL 1, 2025 TO JUNE 30, 2025.

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and hereby accepted.	M.R. TANNER DEVELOPMENT & CONSTRUCTION, LLC.
Buyer: Town of Paradise Valley	
Signature: DocuSigned by: Andrew Cluing 5B8E4040A9044A3...	**Authorized Signature:**
Date of Acceptance: 6/26/2025	**Estimator:** Chad Montoya 480-633-8500 cmontoya@mrtanner.com

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

ATTACHMENT 2
TO
JOB ORDER NO. TWO

PLANS AND SPECIFICATIONS

See the following page(s).

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

PV STREETS MAINTENANCE MATERIALS & SPECS

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

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City of Phoenix Mix Design

Low Volume ½" Conventional Asphalt

The Public Works Department currently uses City of Phoenix ½" Low Volume Mix Design for our residential and collector streets. It was designed to uphold the valley's extreme temperatures. The ½" aggregate prevents less voids in the asphalt which helps reduce traffic noise.

- Require a full mill at a depth of 1 ½"
- Pave back 1 ½" of City of Phoenix, Low Volume asphalt

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

City of Phoenix
Design and Construction Management
Materials Lab
2018 Approved Conventional Asphalt Mix Designs

The following mix designs have been approved by the City of Phoenix Materials Lab for use on all City of Phoenix projects:

PLANTS	Dispatch Phone	A-1 1/2" 4.3% (Mix Design Date)	C-3/4" 5.0% HV (Mix Design Date)	C-3/4" 5.5% LV (Mix Design Date)	D-1/2" 5.1% HV (Mix Design Date)	D-1/2" 5.6% LV (Mix Design Date)
Hanson #34 Higley	602-685-3450	AZ3425PH (1/22/2017)	AZ3419PH (1/10/2018)	AZ3419PL (1/10/2018)	AZ3412PH (1/10/2018)	AZ3412PL (1/10/2018)
Hanson #35 (51st Ave)		AZ3525PH (1/10/2018)	AZ3519PH (1/10/2018)	AZ3519PL (1/10/2018)	AZ3512PH (1/10/2018)	AZ3512PL (1/10/2018)
Southwest Asphalt #4 El Mirage	602-268-9011	452CH (1/23/2018)	432CH (1/23/2018)	432DH (1/23/2018)	422CH (1/23/2018)	422DH (1/23/2018)
Southwest Asphalt #10 New River		152CH (1/23/2018)	132CH (1/23/2018)	132DH (1/23/2018)	122CH (1/23/2018)	122DH (1/23/2018)
*Vulcan Gomez (5223-221)	602-254-0081	18151G (2/20/2018)	28151G (2/20/2018)	28152G (2/20/2018)	38151G (2/20/2018)	38152G (2/20/2018)
*Vulcan 19th Ave (5224-211)		18151H (2/20/2018)	28151H (2/20/2018)	28152H (2/20/2018)	38151H (2/20/2018)	38152H (2/20/2018)
*Vulcan #117 West 43rd Ave(5182-211)		18151D (3/12/2018)	28151D (3/12/2018)	28152D (3/12/2018)	38151D (3/12/2018)	38152D (3/12/2018)
*Vulcan #130 Sun City (5180-211)		18151S (5/15/2018)	28151S (5/15/2018)	28152S (5/15/2018)	38151S (5/15/2018)	38152S (5/15/2018)
*Vulcan West Broadway (5184-211)		18151W (4/18/2018)	28151W (4/18/2018)	28152W (4/18/2018)	38151W (4/18/2018)	38152W (4/18/2018)
*Solterra Materials, LLC	480-895-3555		S18-2-6H (8/10/2018)	S18-2-6L (8/10/2018)	S18-2-8H/S18-2-7H (9/12/2018)	S18-2-8L/S18-2-7L (9/12/2018)

*For **ALL** Vulcan & Solterra Materials Mix Designs, verify the oil supplier from the ticket and specify which oil supplier is being utilized in the daily report. Note the oil supplier on the City of Phoenix sample card.

AREAS HIGHLIGHTED IN YELLOW
IS PHOENIX LOW VOLUME 1/2" MIX DESIGN

Updated 10/16/2018

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Rubberized Asphalt Mix Design

Rubberized asphalt is used on the Town's major arterials. Rubberized asphalt roads require little to no maintenance over the life span of the asphalt and reduces traffic noise by 10-15 decibels less than standard conventional asphalt.

- Require a full mill at a depth of 1 ½"
- Pave back 1 ½" of ½" High Volume Rubberized asphalt

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

City of Phoenix
Design and Construction Management
Materials Lab
2018 Approved Polymer Modified Asphalt Rubber (PMAR) Mix Designs

The following mix designs have been approved by the City of Phoenix Materials Lab for use on all City of Phoenix projects:

PLANTS	Dispatch Phone	TR 6.0% HV (Mix Design Date)	TR 6.2% LV (Mix Design Date)	TR 5.7% (Mix Design Date)		
Hanson #34 Higley	602-685-3450	AZ3412TRPH (1/10/2018)	AZ3412TRPL (1/10/2018)			
Hanson #35 (51st Ave)		AZ3512TRPH (2/5/2018)	AZ3512TRPL (2/5/2018)	AZ3512TR (8/30/2018)		
Southwest Asphalt #4 El Mirage	602-268-9011	422CT (3/7/2018)	422DT (3/7/2018)			
Southwest Asphalt #1 New River		122CT (3/7/2018)	122DT (3/7/2018)			
*Vulcan Gomez (5223-211)	602-254-0081					
*Vulcan 19th Ave (5224-211)		38643H (2/2/2018)	38644H (2/2/2018)			
*Vulcan #117 West 43rd Ave(5182-211)		38643D (2/2/2018)				
*Vulcan #130 Sun City (5180-211)						
*Vulcan W. Broadway Plant (5184-211)						
Solterra Materials, LLC	480-895-3555			S18-2-10 (10/9/2018)		

*For ALL Vulcan Materials Mix Designs, verify the oil supplier from the ticket and specify which oil supplier is being utilized in the daily report. Note the oil supplier on the City of Phoenix sample card.

AREAS HIGHLIGHTED IN YELLOW
IS ASPHALTIC RUBBER HIGH VOLUME MIX DESIGN

Updated: 7/12/18

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

East Valley Asphalt Committee (EVAC)

Approved Conventional Mix Designs

Low Volume ½" Conventional Asphalt

The Public Works Department currently uses EVAC Approved mix designs for ½" Low Volume for our residential and collector streets, see highlighted product codes in tables below of mixes used on Town owned streets. It was designed to uphold the valley's extreme temperatures. The ½" aggregate prevents less voids in the asphalt which helps reduce traffic noise.

- Require a full mill at a depth of 1 ½" – 2"
- Pave back 1 ½" (up to 2") of ½"Low Volume asphalt

Updated 1-28-2025

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

EVAC

East Valley Asphalt Committee

Conventional Mixes

2023-2024 Approved Asphalt Mix Designs

Mixes Highlighted in Red are Only Approved for Use in the City of Scottsdale

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Martin Marietta	34 (Coolidge)	1/2" PG 70-10	AZ3412ER	5.7	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	1/2" PG 70-10 15% RAP	AZ3412ERRAP	5.80	5/31/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	1/2" PG 70-10	AZ3412SPEA-2024	6.2	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 70-10	AZ3419ER	5.1	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 70-10 15%RAP	AZ3419ERRAP	5.60	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 70-10	AZ3419SPEA-2024	6.0	6/5/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 70-10	AZ3512ER-2023	5.7	2/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	1/2" PG 70-10	AZ3512SPEA-2024	5.8	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	3/4" PG 70-10	AZ3519ER-2023	5.3	2/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	3/4" PG 70-10	AZ3519SPEA-2024	5.4	1/29/2024	HF Sinclair
Solterra	1 (Coolidge)	1/2" PG 70-10	S24-1-10W	5.1	8/15/2024	Western

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Solterra	1 (Coolidge)	3/4" PG 70-10 15% RAP	S24-1-13W	5.1	8/19/2024	Western
Solterra	1 (Coolidge)	1/2" PG 70-10 15% RAP	S24-1-14W	5.1	8/19/2024	Western
Solterra	1 (Coolidge)	3/4" PG 70-10	S24-1-1W	5.0	8/22/2024	Western
Solterra	1 (Coolidge)	1/2" PG 70-10	S24-1-2W	5.3	8/22/2024	Western
Solterra	1 (Coolidge)	3/4" PG 70-10	S24-1-9W	5.1	8/15/2024	Western
SW Asphalt	10 (New River)	1/2" PG 70-10	121AH	5.3	1/10/2023	HF Sinclair
SW Asphalt	10 (New River)	1/2" PG 70-10	121DH	5.3	1/10/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 70-10	131AH	5.0	1/10/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 70-10	131DH	5.0	1/10/2023	HF Sinclair
SW Asphalt	2 (Florence)	1/2" PG 70-10	221AH	5.3	1/10/2023	Wright
SW Asphalt	2 (Florence)	1/2" PG 70-10	221DH	5.3	1/10/2023	Wright
SW Asphalt	2 (Florence)	3/4" PG 70-10	231AH	5.0	1/10/2023	Wright
SW Asphalt	2 (Florence)	3/4" PG 70-10	231DH	5.0	1/10/2023	Wright
SW Asphalt	3 (Queen Creek)	1/2" PG 70-10	321AH	5.3	1/10/2023	Wright
SW Asphalt	3 (Queen Creek)	1/2" PG 70-10	321DH	5.5	1/10/2023	Wright

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
SW Asphalt	3 (Queen Creek)	3/4" PG 70-10	331AH	5.0	1/10/2023	Wright
SW Asphalt	3 (Queen Creek)	3/4" PG 70-10	331DH	5.3	1/10/2023	Wright
SW Asphalt	4 (El Mirage)	1/2" PG 70-10	421AH	5.3	1/10/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	1/2" PG 70-10	421DH	5.3	1/10/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 70-10	431AH	5.0	1/10/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 70-10	431DH	5.0	1/10/2023	HF Sinclair
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	231517Q	4.8	12/21/2022	Marathon
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	231517Q	4.8	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	271518Q	5.1	1/24/2023	Marathon
Vulcan	5179 (Queen Creek)	3/4" PG 70-10	271518Q	5.1	1/24/2023	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	331517Q	5.3	12/21/2022	Marathon
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	331517Q	5.3	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	371518Q	5.4	1/24/2023	Marathon
Vulcan	5179 (Queen Creek)	1/2" PG 70-10	371518Q	5.4	1/24/2023	Wright
Vulcan	5180 (Sun City)	3/4" PG 70-10	231517S	4.6	1/3/2023	Wright

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East Valley Asphalt Committee (EVAC)

Approved Modified Mix Designs

½" PG 76-22 PMTR (Polymer Modified Tire Rubber)

Rubberized asphalt is used on the Town's major arterials, see highlighted product codes in tables below of mixes used on Town owned streets. PMTR reduces maintenance costs over the life span of the asphalt and reduces traffic noise by 10-15 decibels less than standard conventional asphalt. The tire rubber helps increase tensile strength in the asphalt.

- Require a full mill at a depth of 1 ½" – 3"
- Pave back 1 ½" (up to 3") of ½"PMTR Rubberized asphalt

Updated 1-28-2025

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

EVAC

East Valley Asphalt Committee

Modified Mixes

2023-2024 Approved Asphalt Mix Designs

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Martin Marietta	34 (Coolidge)	1/2" PG 76-22 PMTR	AZ3412PMH-2024	6.2	6/5/2024	HF Sinclair
Martin Marietta	34 (Coolidge)	3/4" PG 76-22 PMTR	AZ3419PMH-2024	6.2	6/5/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 76-22 PMTR 15% RAP	AZ3512PMH15-2024	6.3	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 76-22 PMTR	AZ3512PMH-2024	6.2	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	1/2" PG 70-16 TR	AZ3512TRH-2024	6.2	1/29/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	3/4" PG 76-22 PMTR 15% RAP	AZ3519PMH15-2023	6.2	2/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	3/4" PG 76-22 PMTR	AZ3519PMH-2023	6.2	1/18/2023	Holly Frontier
Martin Marietta	35 (51st Ave)	3/4" PG 76-22 PMTR	AZ3519PMH-2024	6.2	4/8/2024	HF Sinclair
Martin Marietta	35 (51st Ave)	3/4" PG 70-16 TR	AZ3519TRH-2023	5.8	2/18/2023	Holly Frontier
Solterra	1 (Coolidge)	3/4" PG 76-22 PMTR	S24-1-3R	6.2	8/12/2024	Wright
Solterra	1 (Coolidge)	3/4" PG 76-22 PM	S24-1-3W	6.2	9/13/2024	Western

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Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
Solterra	1 (Coolidge)	1/2" PG 76-22 PMTR	S24-1-4R	6.2	8/12/2024	Wright
Solterra	1 (Coolidge)	1/2" PG 76-22 PM	S24-1-4W	6.2	9/13/2024	Western
Solterra	1 (Coolidge)	3/4" PG 70-16 TR	S24-1-5R	5.8	8/12/2024	Wright
Solterra	1 (Coolidge)	1/2" PG 70-16 TR	S24-1-6R	5.8	8/12/2024	Wright
SW Asphalt	10 (New River)	1/2" PG 76-22 PMTR	121ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	10 (New River)	1/2" PG 70-16 TR	121AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 76-22 PMTR	131ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	10 (New River)	3/4" PG 70-16 TR	131AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	2 (Florence)	1/2" PG 76-22 PMTR	221ARW	6.2	11/13/2023	Wright
SW Asphalt	2 (Florence)	1/2" PG 70-16 TR	221AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	2 (Florence)	3/4" PG 76-22 PMTR	231ARW	6.2	11/13/2023	Wright
SW Asphalt	2 (Florence)	3/4" PG 70-16 TR	231AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	3 (Queen Creek)	1/2" 76-22 PMTR	321ARW	6.2	11/13/2023	Wright
SW Asphalt	3 (Queen Creek)	1/2" PG 70-16 TR	321AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	3 (Queen Creek)	3/4" PG 76-22 PMTR	331ARW	6.2	11/13/2023	Wright

Docusign Envelope ID: ED125EB2-4CA0-41A1-B27F-8CCCBCE52949

Supplier	Plant	Mix Designation	Product Code	Percent Binder	Design Date	Binder
SW Asphalt	3 (Queen Creek)	3/4" PG 70-16 TR	331AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	1/2" PG 76-22 PMTR	421ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	1/2" PG 70-16 TR	421AXH	5.8	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 76-22 PMTR	431ARH	6.2	11/13/2023	HF Sinclair
SW Asphalt	4 (El Mirage)	3/4" PG 70-16 TR	431AXH	5.8	11/13/2023	HF Sinclair
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR	236417Q	6.2	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR	236417Q	6.2	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	3/4" PG 70-16 TR	236617Q	5.8	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	3/4" PG 70-16 TR	236617Q	5.8	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR 15% RAP	256417Q	6.0	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	3/4" PG 76-22 PMTR 15% RAP	256417Q	6.0	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	1/2" PG 76-22 PMTR	336417Q	6.2	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 76-22 PMTR	336417Q	6.2	12/21/2022	Holly Frontier
Vulcan	5179 (Queen Creek)	1/2" PG 70-16 TR	336617Q	5.8	12/21/2022	Wright
Vulcan	5179 (Queen Creek)	1/2" PG 70-16 TR	336617Q	5.8	12/21/2022	Holly Frontier

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High Density Mineral Bond

(Preferred treatment for utility companies)

Polymer Modified Master (PMM) Seal is the type of High Density Mineral Bond used by the Public Works Department. PMM reduces oxidative damage from moisture and UV rays from the
Sun. PMM helps reduce asphalt cracking and helps extend the life cycle of the asphalt.

- Ambient and surface temperature must be at least 55 degrees or higher
- Application rate for PMM .14 - .18 gallons/square yard per coat
- Two coats of PMM are required
- Do not apply if rain is forecast within 24 hours

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High Density Mineral Bond

APPLICATION RATES:

The recommended application rates for **PMM** are .14-.18 gallons/square yard per coat. Application rates may be adjusted depending on the pavement condition, traffic volume and other factors.

MIX DESIGN:

PMM assures factory quality control specifications at the jobsite eliminating the need for contractor addition of water and other additives. Additional aggregate may be added by the contractor to meet specific job requirements based on pavement surfaces, traffic volume, etc.

SURFACE PREPARATION:

Pavement must be free of loose and embedded dirt, dust, vegetation and other foreign material. If traditional cleaning methods are not effective a power washer or tack coat of asphalt emulsion diluted 1:4 with water may be used. Structural repairs should be made and cracks 1/4" and larger

Should be sealed with approved crack sealant material. All grease and oil spots should be treated with PrepSeal or PetroSeal.

APPLICATION EQUIPMENT:

PMM may be applied by hand spray / squeegee, mechanical spray tankers or squeegee machines. Application units should be equipped with mechanical agitation systems to maintain the consistency of the material during the Application, or to mix additional aggregate if needed.

TEST PROPERTIES	TEST METHOD	SPECIFICATION
EMULSION:		
Uniformity	ASTM D 2939.04	PASS
Weight/gallon @ 77 deg. F	ASTM D 2939.07	10.5 lbs./gal.min
Residue by Evaporation (Solids), %	ASTM D 2939.08	50% min.
Asphalt Content by Weight, %	ASTM D 2939.21	17 min.
VOC Content by Volume, %	ASTM D 244-89	< 3%
Fine Aggregate and Mineral Filler Content by	Manufacture Certification	34% min.
Weight, %		
Polymer Content by Volume, %	Manufacture Certification	1.8%
PERFORMANCE BASED TESTING:		
Resistance to Heat (No sagging or slipping observed.)	ASTM D 2939.14	PASS
Resistance to Water (No blistering or re-emulsification.)	ASTM D 2939.15	PASS
Wet Flow, mm	ASTM D 2939.19	0
Direct Flame Test (No continued combustion after 10 sec. No slippage, run down or charred material observed.)	ASTM D 2939.20	PASS
Wet Film Continuity (Material was uniformly distributed; no signs of inconsistency.)	ASTM D 2939.22	PASS
Resistance to Kerosene (No leakage of kerosene, loss of adhesion or discoloration of tile.)	ASTM D 2939.25	PASS
Wet Track Abrasion Test (1 hr.) gms/sqft. loss	ASTM D 3910	< 15
Wet Track Abrasion Test (6 day) gms/sqft. loss	ASTM D 3910	< 15
FINE AGGREGATE SIEVE ANALYSIS:	MESH SIZE	% PASSING (+ or -2)
	40	100
	50	93
	70	80
	80	69
	120	49
	200	35
	325	2

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Liquid Road

(Heavier surface seal)

Liquid Road is a polymer-modified, fiber asphalt emulsion that is mixed with specially graded aggregate and is highly durable and slip resistant surface treatment.

- Ambient and surface temperature must be at least 55 degrees or higher
- Application rate for PMM .25 - .35 gallons/square yard per coat
- Two coats of PMM are required
- Do not apply if rain is forecast within 24 hours

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APPLICATION RATES:

The recommended application rates for **Liquid Road** are .25-.35 gallons/square yard per coat. Application rates may be adjusted depending on the pavement condition, traffic volume and other factors.

MIX DESIGN:

Liquid Road assures factory quality control specifications at the jobsite eliminating the need for contractor addition of water and other additives. Additional aggregate may be added by the contractor to meet specific job requirements based on pavement surfaces, traffic volume, etc.

SURFACE PREPARATION:

Pavement must be free of loose and embedded dirt, dust, vegetation and other foreign material. If traditional cleaning methods are not effective a power washer or tack coat of asphalt emulsion diluted 1:4 with water may be used. Structural repairs should be made and cracks 1/4" and larger

Should be sealed with approved crack sealant material. All grease and oil spots should be treated with PrepSeal or PetroSeal.

APPLICATION EQUIPMENT:

Liquid Road shall be applied by mechanical squeegee/brush equipment. Equipment shall have continuous agitation or mixing capabilities to maintain homogenous consistency of **Liquid Road** and aggregate mixture throughout the application process. Truck mount or self- propelled squeegee/brush equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of **Liquid Road** into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

	TEST METHOD	SPECIFICATION
EMULSION:		
Uniformity	ASTM D 2939.04	PASS
Weight/gallon @ 77 deg. F	ASTM D 2939.07	11.0 lbs./gal.min
Residue by Evaporation (Solids), %	ASTM D 2939.08	55% min.
Asphalt Content by Weight, %	ASTM D 2939.21	15% min.
VOC Content by Volume, %	ASTM D 244-89	< 3%
Fine Aggregate and Mineral Filler Content by	Manufacture Certification	34% min.
Weight, %		
Polymer Content by Volume, %	Manufacture Certification	1.8%
PERFORMANCE BASED TESTING:		
Resistance to Heat (No sagging or slipping observed.)	ASTM D 2939.14	PASS
Resistance to Water (No blistering or re-emulsification.)	ASTM D 2939.15	PASS
Wet Flow, mm	ASTM D 2939.19	0
Direct Flame Test (No continued combustion after 10 sec. No slippage, run down or charred material observed.)	ASTM D 2939.20	PASS
Wet Film Continuity (Material was uniformly distributed; no signs of inconsistency.)	ASTM D 2939.22	PASS
Resistance to Kerosene (No leakage of kerosene, loss of adhesion or discoloration of tile.)	ASTM D 2939.25	PASS
Wet Track Abrasion Test (1 hr.) gms/sqft. loss	ASTM D 3910	< 15
Wet Track Abrasion Test (6 day) gms/sqft. loss	ASTM D 3910	< 20

AGGREGATE SIEVE ANALYSIS:

SILICA SAND		FINE AGGREGATE	
Mesh Size	% PASSING (+ or -2)	Mesh Size	% PASSING (+ or -2)
16	99	40	100
20	86	50	93
30	58	70	80
40	26	80	69
50	4	120	49
70	1	200	55
100	0.2	325	2

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Rubberized Micro Seal

The Public Works Department uses Rubberized Micro-Seal on minor arterials that are beyond a PMM surface treatment but not ready for a mill & overlay. Rubberized Micro-Seal is a protective seal coat which extends the life of pavement. It is a thin, tough layer of asphalt emulsion blended with rubber and finely crushed stone for traction and protection from moisture and UV rays from the sun. Rubberized Micro-Seal can extend the life of asphalt for up to seven years.

- Application rate per MAG specs (section 714.2.2) shall be 18 – 24 pounds per square yard
- Ambient temperatures must be above 50 degrees

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The mix design for rubberized micro-seal must be approved by the Engineer prior to the start of micro surfacing production. After the mix design has been approved, no material substitution will be permitted unless approved by the Engineer.

ii. In addition to the other requirements stated herein, the mix design shall conform to the requirements of Table 2.

TABLE 2

PROPERTY	TEST METHOD	REQUIREMENT
Residual Asphalt Content	ASTMD 2172	6.0%- 11.5% ,by weight of dry aggregate
Mineral Filler	ASTM C136	0.1%-2.0%, by weight of dry aggregate
Additive	----	As required for mix properties
Water	----	As required for mix properties
Polymer Content/Type	----	4%min
Mix Time @ 77° F	ISSA TB-113	Controllable to 120 seconds minimum
Wet Track Abrasion Loss, (1hour soak)	ISSA TB-100	50 g/ft^2 maximum
Wet Track Abrasion Loss, (6 day soak)	ISSA TB-100	75 g/ft^2 maximum
Wet Stripping	ISSA TB-114	90%minimum
Wet Cohesion, @ 30 minutes minimum (Set)	ISSA TB-139	12 Kg/em minimum
Consistency	(ISSA T-106)	2.5 to 3.0 em
Wet Cohesion, @ 60 minutes minimum (Traffic)	ISSA TB-139	20 Kg/em minimum
Loaded Wheel Sand Adhesion	ISSA TB-109	50 g/ft^2 maximum
Lateral Displacement	ISSA TB-147	5% maximum
Specific Gravity after 1,000 cycles of 125 lb.	ISSA TB-147	2.10 maximum

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Signs

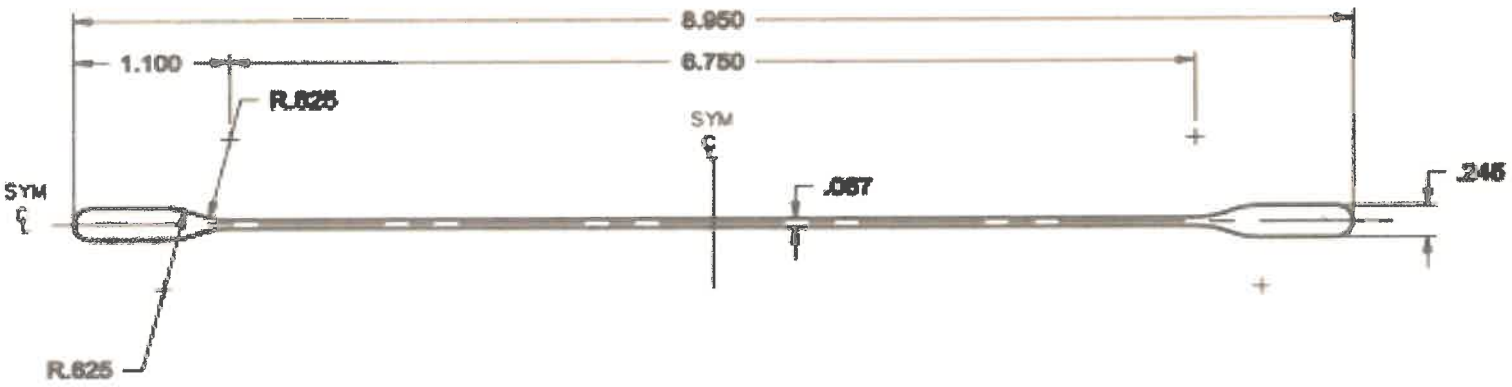
The sign shop uses aluminum, extruded street ID sign blades with white lettering on a blue background except on private roads. Private roads are with blue lettering on a white background. The sign blades are 9 inches in height. The sheeting material used on the street ID signs is Highly Intensive Prismatic (HIP) sheeting for maximum reflectivity at night, the font used is Clearview Hwy-1-B.

All regulatory signs are MUTCD approved and have the same sheeting used on the street ID signs. Regulatory signs come in different shapes and sizes.

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Extruded Sign Blank Specifications

All Street ID Signs are 9 inches in height

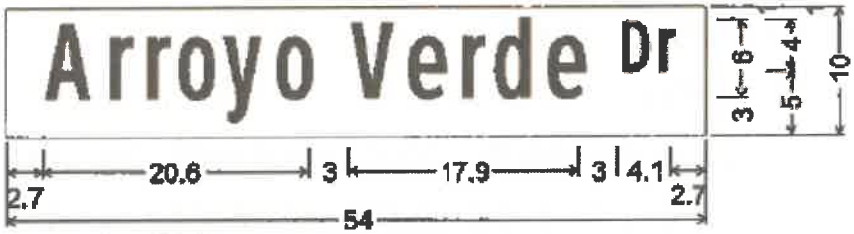




Description	Alloy
Extruded Sign Blank	6061-T6

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Example of Font: Clearview Hwy-1-B. ID Signs are Blue Background, White Lettering



No border, White on Blue;
[Arroyo] ClearviewHwy-1-B;
[Verde] ClearviewHwy-1-B; [Dr] ClearviewHwy-1-B;

Street Sign Supports/Poles and Anchors:

- Sign supports are 1 ¾" X 1 ¾" X 11' powder coated green #GN-03
- Perforated Support Anchors; 2" X 2" X 30" slips into 2 ¼" X 2 ¼" X 30"

MUTCD Height Requirements for Street ID and Regulatory Signs

Per MUTCD Section 2A.18 Minimum Height for Business, Commercial or Residential Areas: Signs installed at the side of the road in business, commercial, or residential areas where parking or pedestrian movements are likely to occur, or where the view of the sign might be obstructed, shall be 7 feet. This pertains to all regulatory and street ID signs.

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Concrete and Color for Sidewalk Panels

Public Works uses a M.A.G. standard 3000 psi concrete with San Diego Buff color added to the mix.

- Slump of the concrete mixture shall be determined in accordance with American Society for Testing and Materials (ASTM) C143. (see MAG, section 725.9)

Concrete Curb and Gutter

Public Works uses a M.A.G. standard 3000 psi gray concrete for all curb and gutter.

- Slump of the concrete mixture shall be determined in accordance with American Society for Testing and Materials (ASTM) C143. (see MAG, section 725.9)

Concrete for Utility Collars

Public Works uses a M.A.G. standard 3000 psi concrete with **BLACK** color added to the mix.

- Slump of the concrete mixture shall be determined in accordance with American Society for Testing and Materials (ASTM) C143. (see MAG, section 725.9)

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M.A.G. 725.9 ACCEPTANCE:

(A) Plastic Concrete Properties

(1) The slump of the concrete shall meet the requirements of ASTM C94 Tolerances in Slump section. When the approved mix design or project specification requirements for slump are a "maximum" or "not to exceed", the following tolerances apply

Specified slump: If 3" or less If more than 3" Plus tolerance 0 inch 0 inch Minus tolerance 1 1/2 inch 2 1/2 inch. When the approved mix design or project specification requirements for slump are not written as a "maximum" or "not to exceed", the following tolerances apply: For design slump of: Tolerance 2 inch and less +/- 1/2 inch More than 2 through 4 inch +/- 1 inch More than 4 inch +/- 1 1/2 inch.

(2) Limit the maximum allowable temperature of the concrete mixture immediately before placement to 90 degrees F unless otherwise specified or unless a higher allowable temperature is pre-approved by the Engineer. At the discretion of the Engineer, recommended practices in ACI 305, Specification for Hot Weather Concreting, can provide good reference information and may be used to modify maximum allowable concrete temperature and acceptance.

Per ACI 306, Specification for Cold Weather Concreting, when the atmospheric temperature at the time of placing concrete is above 30°F the temperature of the concrete, as placed, shall not be less than 60°F. When the atmospheric temperature at the time of placing concrete is between 0°F and 30°F the temperature of the concrete, as placed, shall not be less than 65°F.

(3) Air entrained concrete shall meet the requirements of ASTM C94 Air-Entrained Concrete section. The air content of air-entrained concrete when sampled from the transportation unit at the point of discharge shall be within the approved mix design tolerance or +/- 1.5 % of the specified value. When a representative sample taken prior to discharge shows an air content below the specified level by more than the allowable tolerance, additional air entraining admixture shall be

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added to the concrete mix to achieve the desired air content level, followed by a minimum of 30 revolutions at mixing speed.

(4) Per ASTM C94 Mixing and Delivery section, discharge of the concrete shall be completed within 1 1/2 hour after the introduction of the mixing water to the cementitious materials or the introduction of the cementitious materials to the aggregates. The Engineer may allow the continuation of concrete placement after the 1 1/2 hour time limit has been reached if the concrete is of such slump or workability that it can be placed without the addition of water to the batch.

Any concrete failing to meet the tolerances for plastic concrete properties in 725.9 (A) (1) through (4) shall be reviewed by the Engineer and is subject to rejection.

(B) Hardened Concrete Properties – Compressive Strength

Compressive strength of concrete shall be determined on the basis of cylinder strength tests obtained in accordance with section 725.8.2 and shall be acceptable if the tests meet or exceed the minimum specified strength. When the validity of cylinder strength tests are suspect, the strength of concrete in question shall be determined in accordance with Section 725.8.3.

When compressive strength test results are less than the specified minimum, an Engineering Analysis to determine the impact of the strength reduction may be required by the Engineer prior to the decision to accept or reject the concrete. The Engineering Analysis will be at the Contractor's expense. Any concrete that is rejected by the Engineer shall be removed and replaced by the Contractor at the Contractor's expense.

When concrete is accepted by the Engineer on the basis of test results of less than 100% of the required minimum compressive strength, an adjustment in the concrete unit price may be made for the quantity of concrete represented by such strength tests in accordance with Table 725-2.

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Striping

Thermoplastic tends to be used more in warmer environments. Durability is thermoplastic's biggest advantage over paint. Thermoplastics does last longer than paint, typically 3 to 5 years where paint last approximately 1 year.

- Thermoplastic is to be applied thicker than paint.
- 90 mils is required for long line and skip lines.
- 120 mils is required for crosswalks, arrows and stop bars.

Granite

- Median Islands/R.O.W's – ½" Minus Madison Gold
- Town Hall Complex and Fire Stations – ¼" Washed Madison Gold

Traffic Signal Pole Colors

- Dunn Edwards or approved equivalent
- Color - San Diego Buff – Code# 10-27-08

Hand Rails Color

- Frazee Enamel or approved equivalent
- Color – Western Reserve – Code# 8716N

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ATTACHMENT 3
TO
JOB ORDER NO. TWO

PAYMENT AND PERFORMANCE BONDS

See the following pages.

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

MR TANNER DEVELOPMENT AND CONSTRUCTION, LLC.
STREET MAINTENANCE SERVICES

EXHIBIT D
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Isaac Chavira, Public Works Director
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASES

PFVT MOTORS, LLC.
NEW VEHICLE PURCHASE

This Linking Agreement for Cooperative Purchase (this "**Agreement**") is made and entered into on March 6, 2024 (the "**Effective Date**") by and between the Town of Paradise Valley, an Arizona municipal corporation (the "**Town**"), and, PFVT Motors, LLC a Delaware Limited Liability Company authorized to do business in Arizona (the "**Contractor**"), whose principal place of business is located at: 9130 West Bell Road, Peoria, AZ 85382. The Town and Contractor are the only parties to this Agreement; they are each individually a "**Party**," and together they are the "**Parties**."

RECITALS

A. On March 17, 2022 after a competitive procurement process, the Arizona Department of Transporation entered into Contract No. CTR059322, with the Contractor (the "**Base Agreement**") to purchase goods and services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A**, and the terms of the Base Agreement are incorporated herein by reference to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies, including the Town.

B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. The Town desires to contract for goods or services identical or nearly identical to the goods or services the Contractor is providing other units of government under the Base Agreement, and the Contractor desires to provide such goods and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Contractor and the Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Scope of Work; Terms, Conditions, and Specifications.

   1.1. The Contractor shall provide the Town the goods and/or services, generally described as 2023 F250 Ford Crew Cab , and more particularly identified in the Quote dated January 23, 2024 (the "**Scope of Work**") attached hereto as **Exhibit B** and incorporated herein by reference.

   1.2. The Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in

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Exhibit C. For the purposes of this Agreement, all references to the State of Arizona, Eligible Agency, or Buyer in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

1.3. The Contractor shall comply with all the Town's specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit B or C and the Base Agreement, Exhibits B and C take precedence.**

1.4. The Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2. Payment. Payment to the Contractor for the services, materials, or equipment provided shall be made in accordance with the terms and conditions of the Base Agreement and the price set forth in **Exhibit B**. The total compensation for the goods or services purchased under this Agreement shall not exceed $51,043.33.

3. Contract Term and Renewal.

3.1. This Agreement shall be effective as of the date first set forth above, and shall remain in full force and effect until March 16, 2024 unless terminated, canceled, or extended as otherwise provided in this Agreement.

3.2. The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the Contractor notice of its intent to extend this Agreement.

3.3. Upon the expiration of the Base Agreement, including any authorized renewals thereof, the Town may, at its option, extend this Agreement on a month-to-month basis for a maximum of six months. The purpose of such month-to-month extensions, if any, shall be to allow for the Town's procurement processes in the selection of a vendor to provide the services or materials provided under this Agreement.

4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including, without limitation, the requirement to name the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the Contractor shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.

5. E-Verify. The contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

6. Boycott of Israel Prohibited. To the extent Title 35 applies to this Agreement, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

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7. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.

8. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

9. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement or the Base Agreement will in no way be construed as limiting the scope of the indemnity in this section.

11. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

DocuSigned by:
By: Andrew Ching
5B8E4040A9944A3...
Andrew Ching, Town Manager

PFVT MOTORS, LLC
a Delaware limited liability company:

By: _____
Name: Chad Riccio
Title: GOVERNMENT MANAGER

ATTEST:

DocuSigned by:
Duncan Miller
FD56FF67A95043D...
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

DocuSigned by:
6C9F79CECF0C427...
Andrew J. McGuire, Town Attorney

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

PFVT MOTORS, LLC.
NEW VEHICLE PURCHASE

EXHIBIT A
BASE AGREEMENT

See attached: New Vehicle Purchases, Contract No. CTR059322, Date March 17, 2022

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ADOT
Procurement

OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

PFVT Motors, LLC dba Peoria Ford
Offeror (Company) Name

Signature of Person Authorized to Sign Offer

9130 W Bell Rd
Address

Sandra Gonzalez 1/18/22
Printed Name Date

Peoria AZ 85382
City State Zip

Government Manager
Title

sgonzalez@peoriaford.com
Email Address

480-696-5930
Phone Number

Jmoser@ytaig.com
Company Email Address

NA
Fax Number

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059322 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 17th day of March 2022

DocuSigned by:
[signature]
Procurement Officer

3/10/2022
Awarded Date

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Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (https://app.az.gov/) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

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1. Statement of Need

1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for New Vehicle Purchase.

2. Introduction and Background

2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

2.3 The following are the Three Categories covered in this Scope of Work:

- **Category One: Phase One (1) Vehicle Purchases**
- **Category Two: Phase Two (2) Vehicle Purchases**
- **Category Three: FTA Funded Vehicles**

3 General Requirements

3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.

3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.

3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.

3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

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3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.

3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.

3.9 The following documents shall be provided upon delivery of the vehicle(s):

3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
3.9.2 Warranty Document
3.9.3 Manufacturers unaltered invoice
3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
3.9.5 Level 1 Inspection if applicable, completed before delivery

3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.

4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.

4.3 The following fuel types are allowable under this contract are to include but are not limited too.

4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
4.3.2 Diesel

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4.3.3 Gasoline
4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
4.3.5 Hybrid-Electric Vehicles (HEV)
4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)
4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment

4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request)

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows
4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.
a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning
a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors
a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.
b. Back up Camera

4.5.12 Spare tire
a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.
b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

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a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.
b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor's Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department's Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

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1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

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7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix.

For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed In accordance with the requirements of the contract.
Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address Indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Applicable payment terms
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased

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- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.

a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

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g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

2 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

3 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, 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 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

5 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be

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clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State. All pricing should reflect the minimum percentage of MSRP.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

2 At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.

3 This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.

4 Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.

5 The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.

6 Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

16. PRODUCT DISCONTINUANCE

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In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.

2. Documentation from the manufacturer that names the replacement product or model.

3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

A. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

B. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

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19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

21.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

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warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

21.3 Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

Policy shall include bodily injury, property damage, and broad form

contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

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

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

21.3.2 Business Automobile Liability

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

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

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

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automobiles owned, hired and/or non-owned by the Contractor.

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

21.3.3 Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
o Each Accident	$1,000,000
o Disease – Each Employee	$1,000,000
o Disease – Policy Limit	$1,000,000

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

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

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

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

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

21.5 Notice of Cancellation Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

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not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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

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

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

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

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

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Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

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Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

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1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

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

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

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Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

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3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

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State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

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

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

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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.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright**.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

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6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

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

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this

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Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the

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materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

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Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

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1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence b the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

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The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49
U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at
$250,000.00.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

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4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at https://www.transit.dot.gov/funding/grantee-resources/sample-fta- agreements/fta-grant-agreements, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at https://www.fhwa.dot.gov/federalaid/stewardship, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

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with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.

2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

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4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42
U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

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Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

(a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
(b) FTA Project Manager if the Project is

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administered by an FTA Headquarters Office, or

(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than $150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

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nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

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amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of $100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not
available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: “The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions.”

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

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2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15
U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

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throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

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paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non- provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the sucessor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

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subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non- provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

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post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

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it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

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(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

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(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

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20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

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3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

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or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

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Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of Transportation Business Engagement and Compliance Office 1801 W. Jefferson St., Ste. 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

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on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at http://www.azutracs.com.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at http://www.azutracs.com/. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

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DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for- profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part
26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

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9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

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NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at http://www.azutracs.com/ a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

a. Sub-Contract Terms:

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1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.

2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at https://adot.dbesystem.com. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

3. The Contractor may be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.

2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

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tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web- based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non- reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages

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shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.

7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:

   - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
   - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

   The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:

   - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

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contract.

(i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
(ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
(iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.

- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
(ii) Terminate the contract for default in accordance with this Contract, and/or
(iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
(iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at http://www.naics.com/search/.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the

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proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

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For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intents to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually

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performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

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remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the “Certification of Final DBE Payments” form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the ”Certification of Final DBE Payments” forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of “Program Fraud and Civil Penalties” rules provided in 49 CFR Part 31.

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21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

   a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.

   b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

   c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

   d. Post in conspicuous places available to employees and applicants for employment, the following notice:

      "It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying- off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

   e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the
      U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

   f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

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indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.

2. In the event of the Consultant's noncompliance with the NONDISCRIMININATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the Contract until the Consultant complies,

   and/or;

   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.

4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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22. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.

b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.

d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed

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with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

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conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

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32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors (https://www.sam.gov/SAM/) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

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Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIROMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42
U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

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The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

(1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

(a) To that Third Party Participant or another Third Party Participant performing the Project work, and
(b) That impairs that Third Party Participant's objectivity in performing the Project work, or

(2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,

(3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:

(a) Any instances of organizational conflict of interest, or
(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and

(4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETRANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

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44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

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model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

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During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *etseq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq).

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ADOT Procurement

EXHIBIT 3
ADOT Procurement Quarterly Usage Report

This exhibit outlines the content required for the quarterly usage report. Usage reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

Reporting Period:

Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

Agency/Org/Unit	Customer Name	Delivery Address	PO Number or Identify as "P-Card"	Order Date	Contract Item Number	Contract Item Description	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

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(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

_____
(Recipient's name)

Certifies that a resident inspector,

_____
(Name of inspector)

Was at

_____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date _____/ _____/ _____
Title _____

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EXHIBIT 5
PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements. A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		Master Agreement; 49 CFR §663.21
49 CFR 661.13 Grantee Responsibility (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services. a. Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by FAST Act, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		49 CFR §663.13
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes— (a) A Buy America certification as described in §663.25 of this part; (b) A purchaser's requirements certification as described in §663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		49 CFR §663.23
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification:	49 CFR §663.25
	a) There is a letter from FTA which grants a waive OR	
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists—	
	1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and	
	2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification:	49 CFR §663.27
	a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	
	b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply.	
	a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

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Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Pre-Award Requirements Certification
49 CFR §663.27

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

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Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

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EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer, or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

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EXHIBIT 8
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Post-Award Requirements Certification
49 CFR §663.37

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

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Procurement

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

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: One (1)**
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.

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

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Procurement

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

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 2.1** "The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures."
   b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
   c. **Paragraph 4.1**: "The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency."
   d. **Paragraph 4.1.1** is hereby removed.
   e. **Paragraph 4.4.1:"** The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. "
   f. **Paragraph 4.6.1**: " Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW."

2. **Special Terms and Conditions**

   The following sections are hereby modified to read:

   a. Paragraph 11.1, (a-g): "Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
      a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

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ADOT
Procurement

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

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

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

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Procurement

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

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.

f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. "

b. Paragraph 22 is hereby replaced with the following: "The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee"

c. Paragraph 25: Co-op administrative fee has hereby been removed.

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Procurement

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

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.

4. All other terms, conditions and provisions of this solicitation remain unchanged.

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ADOT
Procurement

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

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

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

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

PFVT MOTORS, LLC.
NEW VEHICLE PURCHASES

EXHIBIT B
SCOPE OF WORK AND PRICING

See the following page(s).

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Quote

PFVT MOTORS, LLC.
CHAD RICCIO
Government Account Team
Direct: 480-405-2929

Date	1/23/2024
Valid Until	1/30/2024
Contract	CTR059322
PO	
Lead Time	

Customer:
JERRY COOPER
TOWN OF PARADISE VALLEY

Invoice Address:

Delivery Address:
Same

Description	Line Total
SUPER DUTY PE C77421 2023 F250 SRW 4X2 CREW CAB EXTERIOR XL 160" WB STYLESIDE OXFORD WHITE 6.8L DEVCT NA PFI V8 ENGINE INTERIOR 10-SPEED AUTO TORQSHIFT-G MEDIUM DARK SLATE CLOTH	$47,214.00

EXTERIOR	INTERIOR	FUNCTIONAL	SAFETY/SECURITY
☐ BOX RAIL/TAILGATE MOLDINGS	☐ 4.2" PRODUCTIVITY SCREEN	☐ 4-WHEEL ANTILOCK BRAKE SYS	☐ ADVANCETRAC™ WITH RSC®
☐ DOOR HANDLES - BLACK	☐ AIR COND, MANUAL FRONT	☐ FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM	☐ AIRBAGS - SAFETY CANOPY®
☐ HEADLAMPS - AUTOLAMP (ON/OFF)	☐ CLOTH SUN VISORS	☐ HILL START ASSIST	☐ BELT-MINDER CHIME
☐ PICKUP BOX TIE DOWN HOOKS	☐ DRIVER SEAT-MANUAL LUMBAR	☐ REAR VIEW CAMERA	☐ DRIVER/PASSENGER AIR BAGS
☐ POWER TAILGATE LOCK	☐ OUTSIDE TEMP DISPLAY	☐ REMOTE KEYLESS ENTRY	☐ SECURILOCK® ANTI-THEFT SYS
☐ TOW HOOKS	☐ PARTICULATE AIR FILTER	☐ SYNC®4 W/8" SCREEN	☐ SOS POST-CRASH ALERT SYS™
☐ TRAILER BRAKE CONTROLLER	☐ POWER LOCKS AND WINDOWS	☐ TWIN I-BEAM INDEPENDENT FRT SUSPENSION W/STAB BAR	WARRANTY
☐ TRAILER SWAY CONTROL	☐ STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS		☐ 3YR/36,000 BUMPER / BUMPER
☐ WIPERS- INTERMITTENT			☐ 5YR/60,000 POWERTRAIN
			☐ 5YR/60,000 ROADSIDE ASSIST
			☐ 5YR/100,000 DIESEL ENGINE

OPTIONAL EQUIPMENT/OTHER		
1026-927P11/07/22AZQC547		
PREFERRED EQUIPMENT PKG.600A		
10-SPEED AUTO TORQSHIFT-G NO CHARGE		
3.73 ELECTRONIC-LOCKING AXLE 430.00		
10000# GVWR PACKAGE		
50 STATE EMISSIONS NO CHARGE		
JACK		
CLOTH 40/20/40 SEAT 315.00		
XL DRIVER ASSIST PACKAGE 730.00		
	2 KEYS	INC
	TINT	INC

Special Notes and Instructions
This quote is based off Phase 2 pricing for Arizona State contract CTR059322

Subtotal		$47,214.00
Sales Tax	0.081	$3,824.33
Tire Tax	5	$5.00
Extended Warranty		
Flooring		$0.00
Freight		
MSO / ODO		
Total Per Unit less Trade-In		$51,043.33
Quantity of Units		1
Sale Total		**$51,043.33**

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature
Print Name
Date

If you have any questions concerning this quote, contact Chad Riccio

Thank you for your business!

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

PFVT MOTORS, LLC.
NEW VEHICLE PURCHASES

EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Police Chief, Freeman Carney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

LEVEL 7 TECHNOLOGIES, LLC
CABLING COMMUNICATIONS SYSTEMS

This Linking Agreement for Cooperative Purchase (this "**Agreement**") is made and entered into on February 21, 2025 (the "**Effective Date**"), by and between the Town of Paradise Valley, an Arizona municipal corporation (the "**Town**"), and Level 7 Technologies, LLC, dba Aspen Technologies, an Arizona limited liability company authorized to do business in Arizona (the "**Contractor**"), whose principal place of business is located at 570 W. Southern Ave., Tempe, Arizona 85282. The Town and Contractor are the only parties to this Agreement; they are each individually a "**Party**," and together they are the "**Parties**."

RECITALS

A. After a competitive procurement process, the Arizona Department of Administration entered into a contract with the Contractor to purchase goods and services as described therein, effective as of October 2, 2022 (the "Base Agreement"). A copy of the Base Agreement, CTR062460, is attached hereto as **Exhibit A**, and the terms of the Base Agreement are incorporated herein by reference to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies, including the Town.

B. Pursuant to A.R.S. §§ 41-2631 *et seq*. and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. The Town desires to contract for goods or services identical or nearly identical to the goods or services the Contractor is providing other units of government under the Base Agreement, and the Contractor desires to provide such goods and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Contractor and the Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Scope of Work; Terms, Conditions, and Specifications.

   1.1. The Contractor shall provide the Town the goods and/or services, generally described as furnishing, installing, testing, and warrantying communications cabling systems, and more particularly identified in Quote # 26-25001C Rev.2 (the "**Scope of Work**") attached hereto as **Exhibit B** and incorporated herein by reference.

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1.2. The Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in **Exhibit C**. For the purposes of this Agreement, all references to the "State" in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

1.3. The Contractor shall comply with all the Town's specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit B or C and the Base Agreement, Exhibits B and C take precedence.**

1.4. The Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2. Payment. Payment to the Contractor for the services, materials, or equipment provided shall be made in accordance with the terms and conditions of the Base Agreement and the price list set forth in **Exhibit B**. The total compensation for the goods or services purchased under this Agreement shall not exceed $8,199.35 for the entire term of this Agreement.

3. Contract Term and Renewal.

3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until October 1, 2025, unless terminated, canceled, or extended as otherwise provided in this Agreement.

3.2. The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the Contractor notice of its intent to extend this Agreement.

3.3. Upon the expiration of the Base Agreement, including any authorized renewals thereof, the Town may, at its option, extend this Agreement on a month-to-month basis for a maximum of six months. The purpose of such month-to-month extensions, if any, shall be to allow for the Town's procurement processes in the selection of a vendor to provide the services or materials provided under this Agreement.

4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including, without limitation, the requirement to name the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the Contractor shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.

5. E-Verify. The Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

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6. Boycott of Israel Prohibited. To the extent Title 35 applies to this Agreement, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

7. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.

8. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

9. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement or the Base Agreement will in no way be construed as limiting the scope of the indemnity in this section.

11. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

[SIGNATURES ON THE FOLLOWING PAGE]

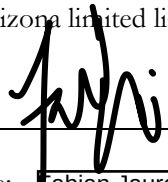
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IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

DocuSigned by:
Andrew Ching
5B8E4040A9944A3...
Andrew Ching, Town Manager

LEVEL 7 TECHNOLOGIES, LLC
an Arizona limited liability company:

By: 

Name: Fabian Jauregui

Title: Director of Operations

ATTEST:

DocuSigned by:
Duncan Miller
FD56FE67A95043D...
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Signed by:
6C9F79CECF0C427...
Andrew J. McGuire, Town Attorney

Docusign Envelope ID: 5C4AA813-658D-4816-A80F-6C1558F8BC5F

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

LEVEL 7 TECHNOLOGIES, LLC
CABLING COMMUNICATIONS SYSTEMS

EXHIBIT A
BASE AGREEMENT

See attached: Communications Cabling Systems, Contract No. CTR062460, October 2, 2022.

Docusign Envelope ID: 5C4AA813-658D-4816-A80F-6C1558F8BC5F

	Request for Proposal **Solicitation No. BPM004541** **Communications Cabling Systems**	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

BAFO Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Communications Cabling Systems in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:				
	Date	Signature		
Revised Offers:				
	Date	Signature	Date	Signature
	Date	Signature	Date	Signature
Best and Final Offer:	09/20/22	Avery Aragaki		
	Date	Signature		

Level 7 Technologies (dba Aspen Technologies)	Avery Aragaki
Offeror company name	Signature of person authorized to sign Offer
570 W. Southern Ave.	Avery Aragaki- Executive Account Manager
Address	Printed name and title
Tempe, AZ 85282	Avery Aragaki- Executive Account Manager
City | State | ZIP	Contact name and title
20-3398943	aaragaki@aspentecchaz.net
Federal tax identifier (EIN or SSN)	Contact Email Address / Contact phone number

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

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. § 41−1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; ad
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

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

State's Contract Number is: CTR062460 **Contract Effective Date:** 10/2/2022

John R	9/30/2022	John Red Horse, Sr. Manager - Technology, SPO	
Procurement Officer Signature	Award Date	Procurement Officer Name	Title

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	Request for Proposal **Notice Page**	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

Solicitation Number:	**BPM004541**
Description:	**Communications Cabling Systems**
Solicitation Due Date and Time:	**As indicated in APP**
Pre-Offer Conference:	None
	None

Proposals will only be accepted **online in "The State's e-Procurement System" at https://app.az.gov until the "Bid/Offer Due Date" indicated in "The State's e-Procurement System" for the Solicitation No. shown at the top of this page**. Proposals must be in the State Procurement Office's possession online no later than that deadline.

Submit technical inquiries about navigating and/or submitting proposals in the State's e-Procurement System to the State's e-Procurement System Help Desk by phone at (602) 542-7600, option 2; or by email to app@azdoa.gov

LATE PROPOSALS WILL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission in "The State's e-Procurement System".

It is the responsibility of the supplier/offeror to routinely check the APP website for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange for the accommodation.

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	Solicitation Summary **Request for Proposal** **Solicitation No. BPM004541** **Communications Cabling Systems**	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

1. What the State is Soliciting?

The Arizona Department of Administration, State Procurement Office (the State), as authorized under A.R.S. § 41-2501 is seeking to establish one or more "statewide" contracts to provide furnishing, installation, testing and warranty of Data/Voice/Video Communications Cabling Systems (CCS).

The State anticipates awarding contract(s) with the intent to secure service coverage statewide. Whether or not it actually enters into any contracts, how many contracts it enters into, and how the work is awarded between those contracts are all at the State's discretion. Furthermore, the State will use any awarded contracts on an as-needed basis, with no guarantee as to its actual spending under them.

The State reserves the right to accept any item or combination of items specified in the solicitation, unless the Offeror expressly restricts an item or combination of items in its Proposal, and conditions its response on receiving all items for which it provided a proposal. In the event of such restriction, the State will evaluate if an award on such basis will result with the best value and in the best interest for the State. The State may otherwise determine at its sole discretion that such restriction is non-responsive and deem the Offeror ineligible for further evaluation.

2. What is in the Solicitation?

2.1. At the time of publication, the following documents are included in the Solicitation:

2.1.1. Attachment: BPM004541 Solicitation Requirements

2.1.1.1. Notice / Cover Page
2.1.1.2. Table of Contents
2.1.1.3. Solicitation Summary
2.1.1.4. Scope of Work
2.1.1.5. Pricing Document
2.1.1.6. Special Terms and Conditions
2.1.1.7. Uniform Terms and Conditions

2.1.2. BPM004541 Solicitation Instructions

2.1.2.1. Special Instructions to Offerors
2.1.2.2. Uniform Instructions to Offerors

2.1.3. Solicitation Attachments

2.1.3.1. BPM004541 Solicitation Attachment 1 - Offer and Acceptance
2.1.3.2. BPM004541 Solicitation Attachment 2 - Boycott of Israel Disclosure
2.1.3.3. BPM004541 Solicitation Attachment 3 - Confidential Information Designation
2.1.3.4. BPM004541 Solicitation Attachment 4 - Conformance Statements
2.1.3.5. BPM004541 Solicitation Attachment 5 - Key Personnel
2.1.3.6. BPM004541 Solicitation Attachment 6 - Letter of Insurability
2.1.3.7. BPM004541 Solicitation Attachment 8 - Proposed Subcontractors

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2.1.3.8. BPM004541 Solicitation Attachment 9 - Experience and Capacity Questionnaire
2.1.3.9. BPM004541 Solicitation Attachment 10 – References
2.1.3.10. BPM004541 Solicitation Attachment 11 - Method of Approach
2.1.3.11. BPM004541 Solicitation Attachment 12 - Pricing Document

2.2. The State may issue a Solicitation Amendment at any time after solicitation publication, and before the proposal due date. It is the responsibility of the supplier/offeror to routinely check the APP website for any Solicitation Amendments and revised documents.

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1. Purpose and Background

1.1. The purpose of this solicitation is to develop term contract coverage for the furnishing, installation, testing and warranty of Data/Voice/Video Communications cabling Systems (CCS). The actual requirements will be on an as needed and/or as ordered basis by the user agency. This contract does include new construction and is also intended to cover work on existing structures. All work shall be performed in accordance with the specifications included herein.

This document details the minimum services and practices the Contractor shall provide the State as part of their proposal for the installation of all low voltage cabling including voice, data, video, IoT cabling infrastructure. The requirements in this Scope of Work shall be incorporated in any proposal, contract, Blanket Purchase Agreement or task order to perform infrastructure cabling for the Government of the State as well as members of the State Purchasing Cooperative.

1.2. This solicitation replaces the current ADSPO17 Contracts and is intended to provide all statewide buying organizations with options to purchase a similar grouping of communications cabling elements and installed systems. The specifications for this solicitation have been updated to include current industry standards-based materials, components, and installed assemblies.

1. The resulting Contractor(s) from the solicitation shall provide CCS equipment and services to all units of government within Arizona, including cities, counties, school districts, institutions of higher education and other jurisdictions, and to all non-profit entities, known as Buyers, in accordance with the terms of this agreement. Number and incorporate all related terms and conditions, and acceptance by Contractor. The specifications outlined in this solicitation fully conforms to the State Enterprise Architecture (E/A) as defined by Arizona Strategic Enterprise Technology (ASET). These enterprise-wide architecture requirements can be viewed at URL: https://aset.az.gov/policies-standards-and-procedures.

2. Offerors may submit their proposals for either Materials ONLY or for both Labor and Materials as set out in the Pricing Sheet (see BPM004541 Solicitation Attachment 12 - Pricing Document).

2. Scope of Work

2.1. Contract Allowances and Restrictions (These exceptions would also apply to all installers of low voltage cabling for IT, Fire Control, HVAC unless the vendor also holds a high voltage license. All vendors must conform to installing fire block in all wall, core drill sleeve locations, as well as j-hooks to support cabling every 4'-5' per BICSI standards.)

1. This contract shall <u>allow</u> the following:
   - **Anchor 2 post rack in IDF** – Contractor shall confirm whether building is post tension concrete, and the depth thereof.

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- **Installation of fire-rated backboard**
- **Cabling Wall Sleeves –** Light construction. Contractor must be certified and have the required training by the manufacturer of the product. The Arizona Department of Administration - General Services Division ("GSD") may require this be done by an approved General Contractor or Electrical contractor that is certified on the product they are installing.
- **Ground bus bars** - GSD electricians will be required to connect a #6 green ground wire to an approved building ground.

2. This contract **shall not** allow the following:

- **Cabling Wall sleeves (fire walls) -** GSD Electrical vendors must be certified and have the required training by the manufacturer of the product. GSD may require this be done by an approved General Contractor or Electrical contractor that is certified on the product they are installing.

- **Floor core drill** - All Contractors shall sub-contract this out and do not do this themselves as low voltage cable installers.

- **Exterior wall core drill** - All vendors sub-contract this out and do not do this themselves as low voltage cable installers.

- **Roof penetrations** - This work must be done by GSD contractors. A GSD representative is required to be on the walk through, or contacted for walk through. This would be for cabling for Satellite antennas, WAPs, Cell phone repeaters, etc. Cabling vendor will only utilize the new pathway installed by the GSD contractor.

2.2. Codes, Standards and Best Practices

1. All work and materials shall be in full accordance with the latest codes, standards, and best practices. It is the responsibility of the Contractor to have access to them. In the case that any code, standard or best practice has a ratified update or addendum, it shall be incorporated into this scope of work. If multiple codes, standards, and best practices provide different requirements, the strictest requirement shall be followed, as allowed by local code requirements.

2. Standards Referencing. Reference to known standards within these specifications shall mean and intend the latest edition or amendment published prior to date of these specifications, unless specifically specified otherwise, and to such portions of it that relate and apply directly to the material or installation called for on the project.

3. In general, the following codes and standards at a minimum shall be observed, and are incorporated herein by reference:

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2.2.3.1. Codes and Regulations. All work specified herein shall be in direct accordance with all Federal, State, and Local Codes and regulations including (but not limited to):

- Applicable Construction Code;
- FCC 47 CFR 68;
- FCC Docket 88-57;
- City/County codes and regulations;
- State of Arizona codes and regulations;
- National Fire Protection Agency (ANSI/NFPA – 70), National Electrical Code (NEC);
- NFPA 101 – Life Safety Code;
- NEC - Article 250 (Grounding);
- NEC - Article 770 (Optical Fiber Cable);
- NEC - Article 800 (Communications circuits);

4. Standards. All work specified herein shall meet or exceed all requirements set forth in the following standards:

- ANSI C.8.47-1977: Polyolefin Insulated Thermoplastic Jacketed Communication Cables;
- ANSI/TIA/EIA – Measurement of Optical Power Loss of Installed Multimode Fiber Cable Plant;
- ANSI/TIA/EIA -310, Racks, Panels, and Associated Equipment;
- ANSI/TIA/EIA -464, PBX Switching Equipment for Voiceband Applications;
- ANSI/TIA/EIA – 526-7 – Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant;
- ANSI/TIA/EIA - 568-B.1, Commercial Building Telecommunications Cabling Standard Part 1: General Requirements;
- ANSI/TIA/EIA - 568-B.2, Commercial Building Telecommunications Cabling Standard Part 2: Balanced Twisted-Pair Cabling Components;
- ANSI/TIA/EIA - 568-B.2-1, Commercial Building Telecommunications Cabling Standard Part 2: Balanced Twisted Pair Cabling Components, Addendum 1 – Transmission Performance Specifications for 4-pair 100 Category 6 Cabling;
- ANSI/TIA/EIA - 568-B.3, Commercial Building Telecommunications Cabling Standard Part 3: Optical Fiber Cabling Components;
- ANSI/TIA-568.3D: Fiber Testing Standard SM & MM
- ANSI/TIA/EIA – 569, Commercial Building Standard for Telecommunications Pathways and Spaces;
- ANSI/TIA/EIA – 570, Residential Telecommunications Cabling Standard;
- ANSI/TIA/EIA – 606, Administration Standard for Telecommunications Infrastructure of Commercial
- ANSI/TIA/EIA–607, Commercial Building Grounding and Bonding Requirements for Telecommunications;
- ANSI/ TIA/EIA – 758, Customer-Owned Outside Plant Telecommunications Cabling Standard;

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- ANSI/TIA/EIA - 942, Telecommunications Infrastructure Standard for Data Centers;
- STM - Designations and standard testing specifications;
- ASTM – Fire stopping, ASTM E 814 Fire Tests of Through-Penetration Fire Stops;
- BICSI - Telecommunications Distribution Methods Manual (latest edition);
- BICSI - Cabling Installation Manual (latest edition);
- BICSI – Customer-Owned Outside Plant Design Manual (latest edition);
- EIA/TIA-TSB-36: Technical Systems Bulletin, Additional Cable Specifications for Unshielded Twisted Pair Cables;
- EIA/TIA-TSB-40: Technical Systems Bulletin, Additional Transmission Specifications for UTP Connecting Hardware;
- EIA/TIA-TR-67: Latest Draft Revision; and
- EIA RS-354: Standard Colors for Identification and Coding;
- EIA RS-455: Standard Test Procedures for Fiber Optic Communication Cables;
- GITA Guidance Documents: Enterprise Architecture Domain Documents;
- GITA Guidance Documents: Policies, Standards, and Recommended Practices;
- IEEE - 02.31 Carrier sense Multiple Access with Collision Detection (10/1000/1000Base-T Wiring Plant);
- IEEE - 805.5b/D10 Token Ring Access Method (Token Ring Wiring Plant);
- ISO/IEC 11801 (International) Generic Cabling for Customer Premises Standard (including all the latest amendments and applicable addenda);
- NEMA – 250;
- NEMA TC 9-1983: Smooth Wall Coilable Polyethylene Electrical Plastic Conduit;
- NEMA VE 1-1991: Metallic Cable Tray Systems;
- NETA - Standard testing specifications;
- OSHA - Latest edition with all amendments in effect as of the date of this application;
- PN-3012: Fiber Optic Premises Cable Guide (Latest Draft).
- IEC 61300-3-35: Fiber End Face Cleaning Standard
- UL - All materials furnished, for which Underwriters Laboratories, Inc. standards have been established, shall be listed and bear the UL label or the listing label of an equivalent independent test laboratory:
  - UL 94 V-0 Burn Characteristics;
  - UL 444: Standard for Safety, Communications Cables;
  - UL 497: Standard for Safety, Protectors for Communications Circuits;
  - UL 497A: Standard for Safety, Secondary Protectors for Communications Circuits;
  - UL 4978: Standard for Safety, Protectors for Data Communications and Fire Alarm Circuits;
  - UL 969: Standard for Marking and Labeling Systems;
  - UL 1459: Standard for Safety, Telephone Equipment;
  - UL 1863: Standard for Safety, Communications Circuit Accessories;
  - UL 1479 Fire Tests of Through-Penetration Firestops; and
  - UL Building Materials Directory (Through-Penetration Firestops Systems; and Fill, Void or Cavity Materials).

5. Specifications.
   - Specification - Fire Stop;

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- Specificat*i*on - Fiber optic Cabling; and
- Specification - Copper Cabling.

6. Drawings
   - Project Drawing Set; to include as builts with cable run paths and station jack numbering.

1.2.

2.3. SCOPE OF PRODUCTS AND SERVICES

1. General Requirements. This scope of work defines requirements for the Cabling Contractor (hereafter referred to as Contractor) to furnish, fabricate, install, test and a warrant complete, operable data/voice/video communications cabling system (“CCS”).

2. General. The following major CCS elements, implemented per BICSI standards, and adherent to the Arizona Enterprise Architecture, are included in this scope:

   - Complete horizontal data/voice/video wiring closet-to-classroom/office workstation drops (Station Drops);
   - Complete copper risers;
   - Complete fiber optic risers;
   - Wiring Closet Infrastructure;
   - Outside Plant;
   - Determine capability, capacity, and limitations of existing network infrastructure and components
   - Recommend applicable network infrastructure enhancements that improve operational capabilities and efficiency
   - Assist with the definition and assessment of user-level cable and network requirements
   - Provide comprehensive network infrastructure design and support services and create as-built drawings, and geographic information system (“GIS”) attribute data, as need.
   - CCS documentation, as stated here in. Prepare technical design drawings to specifications and provide hard and soft copies. Hard copies will be posted in the IDF/MDFs at the completion of the work.
   - Install, test, and certify cabling and conduit systems associated with classified and unclassified telecommunications and local area networks, i.e., voice, data, video and audio networks
   - Provide, install, and configure support structures and components needed for end-to-end network operations per project specifications in individual task orders—cable trays, equipment racks, cabinets, fire-rated plywood backboards, blocks, patch panels, jacks, outlets, patch cords, labels, tie wraps, d-rings, j-hooks.
   - Install, test, and certify cabling and conduit systems associated with electrical power distribution
   - Provide and maintain configuration files and document network configurations
   - Provide additional related telecommunications networking services and support, and network installation and configuration support
   - Assess, evaluate, and document existing network infrastructure (i.e., telecommunications spaces, cable pathways, grounding, wiring, and components)
   - Recommend enhancements that increase operational efficiency and effectiveness of existing infrastructure

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- Design, provide, install, and configure specialized network infrastructures and components—multi- and single-mode fiber optic cable, video distribution systems, card reader systems, and electrical and power production systems
- Furnish rapid response services and support
- Support simultaneous installation efforts at various geographical facilities
- Provide cable and telecommunications equipment installation services and support in asbestos environments that have been abated.
- Provide and install electrical power or power cords or strips needed to support telecommunications and networking devices
- Support special projects and requirements associated with telecommunications networks
- Maintain site records regarding the installations and provide detailed administration of telecommunications/data documentation—record-keeping, drawings, labeling, schematics—data outlet boxes, connectors, cables, termination hardware, patching and cross-connect facilities, conduits, other pathways, telecommunications/data closets and other spaces
- Obtain all trade permits necessary to accomplish the work
- Provide Network integration support
- Perform site surveys
- Design installation packages using Computer Aided Drafting (CAD) system or equivalent software, including geographic information systems
- Design classified and unclassified network infrastructure
- Provide As-Built/Red line drawings in soft and hard copies.
- Provide and maintain all installation design drawing files
- Install data cabling in accordance with Scope pf Work
- Track installation projects from initial planning stages to conclusion of the project
- Coordinate each phase of the installation
- Provide material necessary to perform any minor construction for required installations
- Perform soldering, welding, sheet metal, carpentry, hydraulic and manual conduit bending, and core- drilling functions as part of installation
- Provide test equipment to be kept on-site. Test all cables installed to certify performance
- Design, install and support Category up to 6 UTP and any fiber optic cable system
- Provide qualified Network Integrators

3. Location of Work: Work is located at:

   - Locations throughout the State of AZ. as specified by the Buying Agency on its Purchase Order; and
   - Location of project meetings shall be at the designated location of the Buying Agency.

4. Specific Tasks. Contractor shall perform the following tasks for each assigned project:

   - Provide project specific submittals as stated here in;
   - Mobilize its resources to initiate .and complete specific portions of the CCS within agreed to time periods;

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- Provide status of all on-going project activity via generating/updating project Gantt chart and attending weekly meetings; and
- Coordination of activities.

5. Compensation. Contractor charges shall be based on the base-offer and unit pricing presented in its Offer.

- Specific Items Not Included. The following items are specifically not included in this solicitation:
- User-level CPE;
- Mobile wireless systems or services; and
- Leased carrier services.

2.4. Coordination

1. Coordination with System Vendors and Contractors. Contractor shall coordinate, as required, with all related system vendors (including the furniture vendor) and associated contractors. Depending upon the specific system vendors' products, the specific CCS issues can vary, therefore Contractor shall fully coordinate with the System Vendors and Contractors to ensure that all proper CCS is provided and installed.

2. Coordination with Campus Fiber Facilities. Contractor shall coordinate, as required, with Owner's Data Communications Representative regarding all fiber facilities, which make up a part of the building data wiring plant.

3. Coordination of Voice and Data Closets. Contractor shall coordinate with all related trades and Owner's Representative to determine exact locations for the voice, video, and data station drop terminations within the Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) closets. In general the voice, video, and data drops specified herein home-run in the following fashion to:
   - Same voice, video, and data (MDF and IDF) closets; and
   - Closets in the same building as the station drop location.

2.5. Project Submittals

1. Shop Drawing Submittal. Contractor shall provide complete shop (installation) drawings and a Bill of Materials (BOM). Shop drawings shall be submitted within 7 days after Notice to Proceed. No site work shall proceed prior to Contractor receiving reviewed Shop Drawings back from Owner.

2. Conflicts in the Specifications/Drawings. Specifications and drawings are complementary. Work items that are required in one shall be binding as if stated in both. In the event that there exist conflicts between the specifications/drawings that are not further delineated during the procurement process, the stricter requirement shall supersede. Contractor shall provide the stricter requirement in all cases as part of its Base-Bid.

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3. Level of Detail. The shop drawings shall provide complete documentation of the proposed work, and as a minimum shall include the following:

   - Legend of all schematic symbols, including all system design and component parameters utilized;
   - Complete system schematic diagrams, including reference designators for all components, cable lengths;
   - Installation details shall indicate equipment locations, cable routing, and all other specific location details, including cable pair allocation that are necessary for installation, testing, and maintenance; and
   - Separate drawings (or layers on VISIO files) shall be prepared for voice, video, and data portions of the work.

4. Scope. Shop drawings and manufacturer's data sheets are required for all major components including:

   - Cabling, riser, and station;
   - Punch-down, cross-connect assemblies, and grounding details in the main distribution frame room (MDF) and intermediate distribution frame rooms (IDF);
   - Patch Panels, IDF; and
   - Station jacks in modular and walled offices

5. As-builts. Contractor shall provide complete as-built drawings prepared in the CSI format or equivalent, BOM, and configuration tables for all Work.

6. Backgrounds. Contractor is responsible for obtaining the building drawing backgrounds (VISIO) from Owner's original drawings and utilizing these backgrounds to generate the as-builts for this project.

7. Preliminary Submittal. Two (2) copies of preliminary CCS as-builts shall be submitted for Owner review and approval. This submittal shall be concurrent with the cutover of the CCS to Owner. This drawing set shall reflect actual CCS as-built configuration, including the following:

   - All deviations from original shop drawings, such as quantity and description of items;
   - Position of all cables and terminations, accurately dimensioned or scaled;
   - Labeling scheme and identification of all labels; and
   - Configuration Tables in compliance with all labeling/inventory/record-keeping requirements of EIA/TIA 606 and UL 969, and the Owner configuration requirements.

8. Final Submittals. Final submittal of all as-built drawings, BOM, and Configuration Tables must be received and approved by Owner before the work is considered to be complete,

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and prior to any final invoice being paid. Final project construction specifics shall be provided on:

- Reproducible drawings;
- Electronic media:
  - Drawings: compact disk, with "ACAD 2000" or VISIO format; Bills of Materials: compact disk, with "EXCEL" compatible spreadsheet format (This BOM shall be utilized to establish the Schedule of Value for payments); and
  - Configuration Tables: compact disk, or memory key with "EXCEL" compatible spreadsheet format

9. As-Built Drawings. One (1) set of reproducible drawings and "VISIO of CCS as-builts shall be submitted, with Owner-directed changes. The VISIO files shall have all "as- built" information, arranged to conform to Owner's CAD layouts, conduit pathways, and feed cable source/destination shall be included.

10. As-Built Bills of Materials and Configuration Tables. Provide final BOM and configuration tables with "MS Excel" compatible spreadsheet format. Configuration Tables shall comply with all labelling/inventory/record-keeping requirements of EIA/TIA 606 and UL 969. Include the following parameters in the spreadsheet; source/destination end points, and end station equipment identifier.

11. Performance Test Data.

    - Fiber Test Data. Contractor shall deliver test data of optical time domain reflect-a-meter (OTDR) measurements taken on all optical fibers, which are longer than 100 meters, per the solicitation;
    - Copper Test Data. Contractor shall deliver test data of all copper CCS element measurements, per the solicitation.

2.6. FIRE-STOP REQUIREMENTS:

1. General. Local code-approved fire-stop means shall be applied at each interface between floors and between all fire-rated spaces.

2. Cable Tray/Ladder Penetrations. Pillow type firestop material shall be used for cable tray/ladder penetrations.

3. Wall and Floor Penetrations. Putty/sleeve type firestop shall be used for wall and floor penetrations.

4. Inspection Requirements. All necessary shop drawings, showing fire-stop means and materials, shall be developed by Contractor as required by site inspection officials.

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2.7. CCS PERFORMANCE CRITERIA

1. Copper Station-Cable. All copper (voice/data/video,IoT) station-cabling shall comply with all physical and functional requirements of their designated EAi/TiA Category Level (e.g., CAT6) and with Cable Specification per the solicitation. Compliance shall be shown in the following parameters:
   - 100% operating pair-count (no non-operational, non-compliant pairs); and
   - Conformity with cable specifications

2. Copper Riser Cable. All copper riser-cable systems shall be in accordance with ANSI/NFPA-70, Article 800

3. Copper Plenum Cable. All cables deployed in plenum spaces shall be in accordance with ANSI/NFPA- 70, Article 800

4. Copper Cross-Connect Wire/Cables. All copper cross-connect wire and cables shall be in accordance with ANSI/NFPA-70, Article800.

2.8. CCS STATION CONNECTIVITY REQUIREMENTS

1. General. All station locations shall be cabled with the specific connectivity as marked on the specific project drawings. All station cables shall home-run to their respective IDF closet. Specific IDF closet locations shall be coordinated between Contractor and Owner. All station connectivity shall be served with separate cables. All stations (unless otherwise identified) shall have the following voice, video, IoT, and data connectivity:

USAGE	PAIRS	TYPE/CAT.	AWG	RJ	COLOR CODE	LABEL
1OT/1OOT/Gigabit - Ethernet	4	UTP/CAT6 or greater	24/28 or current small diameter	45	blue=data	DATA-1 & -2, etc.

2.9. STATION DROP NUMBERING SYSTEM

1. General. All station drops (voice and data) shall be numbered as follows or as directed by the Owner's representative:
   Floor #:
   IDF Locations (North – N, East – E, South – S, West- W) Example: 4S-17F-3 (4th floor South, Jack 17F-3), or 4S-1 (number 1-999) for locations that get reconfigured often, or per cooperative members specification.

2.10. CCS BACKBOARD CABLE PUNCH-DOWN BLOCK COLOR-CODE

1. General. All CCS backboard (MDF & IDF Punch-Block Designator-Color) standard color-codes shall be as follows or as directed by the Owner's representative:
   Blue: Horizontal cables to/from stations, or as designated by specification.

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2.11. CCS STANDARD 4-PAIR PIN-OUT SCHEDULE

1. Data Pin-Out Schedule. All data station jacks shall be wired per the EIA/TIA 568B pin-out standard. All eight (8) conductors of each data cable shall be connected at a separate station RJ-45 (8P8C) jack.
2. All eight (8) conductors of each station cable (IDF/MDF end) shall be terminated into patch panels.

2.12. SAFETY AND PROTECTION

1. General. These criteria are included to help ensure that equipment is constructed such that it is not hazardous to users, installers or repair persons.
2. Audible Noise Emission. Equipment noise emission shall not subject user to sound levels greater than those allowed in Occupational Safety and Health Acts (OSHA) regulation. 1910.95, considering exposure time and place of installation. It is desirable that the noise level of the equipment be limited to 50dBA continuously, or 75dBA intermittently (less than a 10 percent duty cycle), at normal distances as measured on the "A" scale of a standard sound level meter at a slow response. In addition, impulse or impact noise shall not exceed 130 dB peak sound pressure level.

2.13. CCS IMPLEMENTATION

1. General.
   - Contractor shall assure that all voice copper station cables will result in a complete and complementary interface with the existing voice switching system, and have cross-connect capability;
   - Contractor shall assure that all data copper work will result in a complete and compliant EIA/TIA 568 Category-6 station cabling system; and
   - Contractor shall assure that all fiber work will result in a complete and complementary fiber cabling system for associated opto-electronic equipment having a 4 dB power budget.

2.14. Safety Issues.

1. Contractor and Owner shall adhere to all applicable health, safety, and environmental laws, rules, and regulations, including the Occupational Safety and Health Administration (OSHA) Rules and Regulations (hereafter referred to as Safety Regulations);
2. Owner does not contemplate nor include as an undertaking of the Contractor, unless specified in writing, work in any area where a hazardous substance is present. Hazardous substance means any substance regulated by any Safety Regulation and includes, but is not limited to, asbestos in either a friable or non- friable condition. Contractor shall cease all operations in any area where the existence of a hazardous substance is encountered, and shall immediately notify Owner in writing;
3. Contractor shall not re-initiate work in or around identified hazardous substance areas prior to receiving written permission from Owner. All safety issues relating to hazardous substances shall be solely administered between Owner and Contractor; and

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4. It is solely the Contractor's responsibility to assure that all installation personnel are familiar with safety procedures, identification of hazardous substances, and proper operation of related equipment.

2.15. EXECUTION

1. General. All work described in this section shall be performed in direct accordance with all Occupational Safety and Health Administration (OSHA) regulations and local codes/regulations.
2. Cable Routing. All media shall be routed as follows:
   - Vertical Runs. All riser cables shall run parallel to the riser system;
   - Horizontal Runs. All horizontal bundles of cable shall run parallel or perpendicular to the walls, and main trunks routed down aisle ways and not over cubicles, if possible.

2.16. INSPECTION AND COORDINATION

1. Site Conditions. Examine the areas and conditions under which work of this section will be installed. Verify that work of other trades is sufficiently complete and in the proper condition to receive the work of this section. In the event of discrepancies, immediately notify Owner's Representative. Owner will be responsible for:
   - Providing access to workstation jack locations (i.e., moving existing user materials, storage containers, etc.)
   - Powering-down and logging-out existing user devices from their host equipment prior to new station drops being deployed (Contractor shall. physically de-link user devices)
   - Defining specific areas in each MDF/IDF that are available for mounting Contractor supplied items
   - Providing cross-references for specific workstation connectivity to existing Owner host/network equipment (port numbers, etc.).
2. Site Coordination. Coordinate with Owner personnel, manufacturers, and other contractor personnel as required to assure proper and adequate provisions for the Work.
3. Exact Location of Station Drops. Contractor shall verify locations of all station outlets and related connections prior to installation. Owner reserves the right to make reasonable changes in the locations (up to 10'-0") of station outlets. Such changes shall be made at no additional cost to Owner.

2.17. CCS INSTALLATION

1. General. CCS media shall be installed as indicated on reviewed shop-drawings, and as provided for in this specification, with referenced documents.
2. Accessibility. All components and assemblies, etc., shall be installed so as to be readily accessible for the operation, servicing, maintaining, and repairing of related communication system elements. Items installed in unsuitable locations shall be removed and relocated as directed by the Owner, at no change in contract time or amount. All code-

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required clearances shall be maintained with respect to adjacent electrical equipment and housings.

3. Identification of Components. All CCS wiring, interconnect points, cabinets, enclosures, and other apparatus shall be properly and completely identified by means of neatly installed machine-printed identification nameplates. See specification for required color-coding and station numbering schemes.
4. Excess Raceway (Conduit, Etc.) Fill Volume. If situations occur where larger cross-sections of station drop cables are required than the installed raceways will accommodate, then Contractor shall route excess station cable(s) adjacent to existing raceways. Where station cable(s) adjacent to existing raceways cross fire-rated barriers, fire-stop shall be provided at all such fire-rated barriers. Coordinate with the Owner's Representative prior to performing this type of work.
5. Acceptance Spacing. All CCS shall have the following minimum separations (per EIA/TIA 570) from the following types of conductors:

APPLICATION	TYPE OF CONDUCTOR INVOLVED	MINIMUM SEPARATION
Electrical Distribution	Bare (no insulation) power wiring and Service Entrances	5 feet
Electrical Distribution		2inches
Electrical Distribution	Open (no metallic raceway) power wiring, < 300 Vac	1 inch
Electrical Distribution	Power wiring in grounded metallic raceway	1 inch
Radio & TV Signal/Control Wires	Power wiring in grounded metallic conduit Antenna lead and ground wires, without grounded shield	4 inches
	Open high-frequency wiring, not over 300 Vac	1 inch
CATV Cables Telephone Service Drop Signage	Community TV system coaxial cables w/ grounded shield	None
	Aerial or buried	2inches
Lightning System Components		6 inches
	Lightning rods, down conductors, etc	6 feet
60 Hz PowerTransformer	Power wiring in grounded metallic enclosures, < 600 Vac	2 feet

6. Cable Labels and Pathway Markers

2.17.6.1. General Requirements

- Each cable shall be labeled at each end that is terminated in MDF/IDF closet and at the station end of the cable prior to the station jack.
- Labels shall be unique numbers that conform to the CCS labeling system;
- Label construction shall be as specified in Section 5;
- Label information shall be confirmed with Owner prior to labeling of cables; and

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- Handwritten labels are not acceptable

7. Riser and OSP Fiber optic Cabling Labeling
   - Contractor shall label each individual fiber 3-inches from the LC/SC/MPO connector with a Panduit #PMDR-0-9 GMM polyester film marker tape (or functional equivalent) as a "flag" designated in numerical sequence starting with fiber-1;
   - Contractor shall furnish and install an Osburn Associates F04002 1-3/4 inch by 3-inch fiber optic caution flag (or functional equivalent) every 4 feet on any innerduct exposed between entrance and equipment rack;
   - Contractor shall label the front of each fiber distribution center with the label furnished with such housing, using Owner's approved scheme; and
   - Labeling within and on Splice Cases. Contractor shall identify all binder groups utilizing color- coded zip ties and labeling the plant pair count for each binder group utilizing flag markers. Contractor shall furnish and install stamped metal band labels on all OSP and riser cables indicating cable size, gauge, and plant pair count. Contractor shall label splice cases using 2-inch letters with machine-produced black typeface on an orange background.
8. OSP Pathway Markers
   - Provide marker tape in designated duct pathway from property line entrance to MPOP location for Telco Provider service.
   - Provide marker tape in designated duct pathways from each building MDF to MPOP

2.18. COPPER PAIR CABLE INSTALLATION

1. Precautions. Contractor shall practice the following precautions throughout the deployment of this work:
   - Cable installation personnel shall be familiar with safety procedures, equipment operation, and the cable manufacturer's installation requirements such as maximum pulling tensions;
   - Cable shall be pulled with a pulling-eye of the type that is recommended by the cable manufacturer, as required
   - Pull-throughs with offsets shall be riffed with two (2) sheaves, as required
2. Racking. Contractor shall practice the following racking related approaches throughout the deployment of this work:
   - In long pull-throughs racking, slack shall be obtained by the use of bending shoes or equivalent to avoid sheath damage
   - Cable shall be secured in a neat and organized manner with plastic tie-wraps
   - Excess cable in splicing cable vaults shall be neatly coiled for storage prior to splicing

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- After splicing is completed, splice cases shall be properly secured to racks with plastic tie-wraps

3. Pulling Methods. Pulling methods, and all associated equipment required, shall be consistent with the cable manufacturer's recommendations. The following installation related approaches shall be practiced:
   - Cable pulling-lubricant shall be used as required and shall be acceptable to the cable manufacturer and Owner.
   - The manufacturer's pulling tension limitations shall not be exceeded under any circumstances.
4. Splicing. No copper splicing shall be allowed within the CCS.
5. Copper Data Pair Terminations
   - All pairs shall be terminated on 110-type blocks with proper punch-down tools, by methods prescribed for EIA/TIA 568 Category - performance in:
     EIA/TIA 568;
     EIA/TIA TSB-36;
     EIA/TIA TSB-40; and
     EIA/TIA TR-67 Draft, Latest Revision
   - The designated pair count shall be consistent with binding post assignment;
   - Binding post shall be clearly and accurately labeled with assigned pair identity;
   - All cables shall be dressed in a neat and organized manner and secured to the backboard at the terminal locations, without creating "tightly bound or cinched" cable bundles (per TSB-36/40/67);
   - Cable pairs shall be fanned and terminated in a neat and orderly fashion;
   - Only the minimum amount of sheathing required to obtain access for termination of individual pairs shall be removed (less than 0.5 inches per TSB-36/40/67);
   - Extreme care shall be taken to assure that the "native twist rate" is maintained for all station data UTP wiring pairs at their termination points (note actual twist rate, i.e., twists/inch, will vary for each pair within the EIA/TIA Category-6 or greater station cable); and
   - All data station terminations on 110 blocks shall be made via punch-down tools and methods certified to achieve data grade connections.

2.19. FIBER OPTIC CABLE INSTALLATION

1. Fiber optic Cables. All fibers shall be installed in a 1" innerduct that shall be contained within existing raceways. Two (2) additional 1" innerduct shall be installed in each (inter- and intra-building) 4” conduit used. When existing enclosed raceways are not available, plenum-grade fiber optic cabling and plenum- grade innerduct shall be utilized per ANSI/NFPA 70. Optical fibers shall be installed from stations to IDFs to the MDF as indicated on the Project Drawings.

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2. Execution. All work described in this section shall be performed in direct accordance with all Occupational Safety and Health Administration ("OSHA") regulations and local codes/regulations.

3. Routing. Contractor shall route all OSP and riser fiber optic cables to the equipment racks, through the specified wire management elements. All fiber optic cable directional changes shall have a gradual sweep to maintain proper bend radii.

4. Bundling and securing. All fiber optic cables shall be uniformly bundled and secured such cables every nine inches. Contractor shall bundle data, video, IoT, and voice cables independently of each other. Contractor shall furnish and install all requirements for cable dressing.

5. Physical Support and Cable Management. Contractor shall provide physical support and cable management means for all fiber runs and termination points. Particular care shall be exercised to assure that all fiber cables are adequately supported between floors and from floor-sleeves to adjacent patch- panel racks. In all cases the innerduct shall be physically attached to the rack, cabinet, or other physical entity at each end of run of innerduct. Cable ladder should be attached to the backboard in the IDF for vertical runs to secure cable or fiber.

6. Precautions

    - Cable installation personnel shall be familiar with safety procedures, equipment operation, and the cable manufacturer's installation;
    - The specific amount of sheathing recommended by the manufacturer for termination of individual pairs shall be removed;
    - Cable shall be continuous in length throughout the entire project except for predesignated splice points;
    - Cable shall be pulled with a pulling-eye type that is recommended by the cable manufacturer;
    - Contractor shall assure that innerducts are restrained in the appropriate pulling configuration with light- duty ties, and longitudinal restraints shall be provided in both directions to prevent migration of the innerducts;
    - Pull-throughs with severe offsets shall be rigged with two (2) sheaves; and
    - Optical fibers shall be supported periodically along their length (per manufacturer's recommendations) during the installation of long vertical runs.

7. Racking. All racking components and equipment required shall be supplied by the Contractor. The following racking elements shall be adhered to:

    - Since there is a substantial risk of damage to the optical fibers by careless handling during racking, much care must be exercised in this procedure, especially with regard to observing the minimum bending-radius limit;

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- Slack for racking shall be pulled by hand. Where necessary, intermediate assistance from the adjacent pull-station shall be provided;
- Cables shall be secured to the proper rack position with plastic cable ties; or Velcro
- Excess cable in splicing-cable boxes shall be neatly coiled for storage;
- Non-terminated cable ends shall be properly sealed to prevent ingress of moisture;
- After splicing is completed, cable coils shall be racked in a safe location; and
- Identification/warning tags shall be securely attached to the cables in a minimum of two (2) locations in each cable box.

8. Cable Preparation. Cable ends shall be prepared in accordance with the manufacturer's recommended methods prior to being pulled into place.

9. Installation

- Pulling methods and all associated equipment required shall be consistent with the cable manufacturer's recommendations and must be approved by Owner prior to the start of the installation operation;
- Cable pulling-lubricant shall be used as required and must be acceptable to the cable manufacturer and Owner;
- Manual intermediate assist may be required on some pulls. The maximum benefit can be obtained when this assistance is applied near the feed-end of the cable, including pushing the cable at the feed point. When pushing the cable, only modest forces may be applied to avoid buckling the cable;
- The pulling eye/sheath termination hardware on the fiber optic cable shall not be pulled over any sheaves;
- When power equipment is used to install the cable, low speeds shall be used, not to exceed 30 meters per minute, with gradual hand-assisted starting. It is desirable to pull entire lengths non-stop; and
- The manufacturer's minimum bending radius and pulling tension limitations shall not be exceeded under any circumstances.

10. Optical-Fiber Splices. Mechanical splices ARE NOT acceptable; fusion splices ARE the ONLY acceptable method of Fiber Splicing:

- The average splice loss of each fiber shall be 0.2 db or less;
- Documentation shall be generated to indicate the splice loss of each splice; and
- Each individual splice shall be secured and protected in a splice organizer, in a neat and organized manner, subject to Owner approval.

11. Optical-Fiber Terminations

- The average splice loss of each fiber shall be 0.2 db or less;
- Documentation shall be generated to indicate the termination loss of each termination;

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- Patch panels shall be installed at all termination locations to provide functional interface with the multiplexing equipment and as approved by Owner;
- The optical fiber cables shall be terminated in patch panels; and
- The installation of patch panels, mounting of hardware, and the methods employed in doing so, shall be consistent with the recommendations of the manufacturer.

12. Fiber Optic Cable Slack Storage. Contractor shall coil the following minimum lengths of fiber optic cable at each termination point:

- 20-feet in all MDF/IDF fiber optic patch panels; and
- 30-feet coiled in all OSP hand holes, manholes, and cabinets.

2.20. TEST, QUALITY ASSURANCE, AND ACCEPTANCE

1. General. This section defines the provisions for performance testing the copper and fiber optic CCS. These testing provisions shall assure compliance to this document of the completed CCS installation.
2. On-Site Inspection of Work. Owner reserves the right to have its representative make on-site inspections of all work to verify compliance with performance requirements.
3. Performance Testing. Contractor shall provide the necessary personnel and test equipment to test and document the CCS materials and installation quality.

2.21. ALL FIBER OPTIC CABLE ACCEPTANCE TESTING

1. Fiber optic cables less than 25 meters. Power meter testing shall be performed on 100% of the fibers of each cable (less than 100 meters in length) installed by Contactor. Contractor shall perform the following measurement attenuation tests using the Insertion Method. Contractor must first determine a reference measurement to determine the injection power level of the stabilized source. Contractor shall connect the source directly to the optical power level meter using the reference cable and connection. The reference level shall be checked and documented periodically in dB transferred to the remote end by a member of the test crew. The received level at this point will be measured. The measured attenuation shall be obtained by subtracting the reference level from the receive level. Owner may request OTDR testing only in place of Power Meter testing.

2. Power Meter Test Results. Contractor shall furnish attenuation assessments on each fiber less than 100 meters in each cable in both directions, with the following information:

- Date of test;
- Name of test personnel;
- Fiber cable type and part number;
- Cable number;
- Fiber number;
- TX wavelength;
- TX location;

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- RX location;
- TX model number and serial number;
- RX model number and serial number;
- Attenuation dB or dBm; and
- Calibration date of all test equipment used must be on report. All test equipment must have a current calibration.

3. Fiber optic cables greater than 100 meters. Contractor shall test (in one direction) each fiber strand in each cable (installed by Contractor), utilizing an OTDR for both distance (in meters) and attenuation (dB/km) at 850 nm and 1300 nm. A launch and tail fiber test cord should be utilized when testing in one direction. The owner may request Bi-directional testing in place of testing only in one direction. The OTDR scope scale shall be such that anomalies of the magnitude of 0.2 dB are readily apparent on the trace. The refractive index will be set and verified in writing as follows:

    - Refractive index 1.4776 at 850 nm
    - Refractive index 1.4719 at 1300 nm

4. OTDR Test Results. Contractor shall furnish "tracer recordings" on each fiber strand greater than 100 meters in each and cable in both directions, with the following information:

    - Date of test;
    - Name of test personnel;
    - Test wavelength;
    - Pulse duration(s) and scale range(s);
    - Index of refraction;
    - Fiber cable type and part number;
    - Cable Number;
    - Fiber number;
    - Fiber tube and/or fiber strand number;
    - Direction of test;
    - Overall distance in meters; and
    - Attenuation in dB or dBm
    - Calibration date of all test equipment used must be on report.

    All test equipment shall have a certificate of calibration from its manufacturer (or certified test laboratory).

5. Post Installation Tests. Contractor shall perform the following tests after placement of all inside and outside plant cable.

6. Fiber Segment OTDR Distance and Attenuation Assessments. Contractor shall test each and every fiber strand utilizing an OTDR for both distance (in meters) and attenuation

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(dB/km), prior to splicing. Contractor shall furnish Owner with "tracer recordings" of such tests.

7. Link Loss Calculations. Contractor shall use the length measurements to calculate the loss value for each span or segment, using the pre-installation or factory acceptance test measurement for dB/km.

Example:

Segment Distance = 500 m
Attenuation / unit length = 3.0 dB/km
Calculation = 500 m x 0.0030 dB/m = 1.5 dB
Splice Loss = 0.2 dB/ splice x 2 splices Connector Loss = 0.4 dB
Connector Loss = 0.4 dB/ mate x 2 connectors = 0.8 dB
Segment Link Loss = 2.7 dB

8. Loss Factors. Contractor shall factor in splice loss (0.2 dB) and mated pair loss (0.4 dB) in determining like loss value and shall reflect each individual loss value in the link loss documentation.

9. Final Acceptance test. All installed fibers in all installed links shall be tested at 850 nm and 1300 nm for power attenuation (dB/km), using a stabilized light source and OTDR. These tests shall be performed in compliance with Fotec-Fiber Optic System Testing Guide, Single Cable Testing (one way loss). There shall be a jumper added, where applicable, at each end of the link-under-test in order that the end connectors may be validated. Test results shall be reported in terms of "dB-loss" from the transmitting point, through all the patch panel connectors, where applicable, to the receiving end of the link-under-test. 100% of all fibers in each fiber optic link shall be within test specifications.

10. Unsatisfactory Test Results. If any segment of cable is found to have unsatisfactory test results, that specific cable link shall be replaced with a new link of cable. The replacement cable link shall be tested to demonstrate acceptability.

11. Owner may request in their Statement of Work both Power Meter testing & OTDR per their specification.

2.22. ALL TWISTED PAIR COPPER CCS TESTING

1. Category 6 or greater Cabling System Acceptance Tests. In no event shall the Contractor test by tone. After the cabling is fully installed, Contractor shall perform end-to-end tests (via methods appropriate to the cabling installation) that:

   - Demonstrate complete electrical continuity (no opens);

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- Demonstrate that no improper grounds or shorts exist within the copper cable plant;
- Demonstrate proper termination (e.g., no reversed-pairs, no split-pairs, crossed pairs, transposed groups, etc.) and proper labeling to the satisfaction of Owner's Representative; and
- Establish complete operational integrity for an EIA/TIA Category CCS. These tests shall include specific measurements of all factors that are required for certification of cable plant to the Category level of performance.
- Printouts of the test results for all pairs are required for each data cable drop. Acceptable printed output is as generated by the Calibrated Fluke data tester, or equivalent;
- All test results for all pairs of all drops shall be within all parameters specified for Category station drops; and
- Test results shall be provided in both printed form (hard copy) and in soft copy; All reports shall include calibration date of test equipment used

2. Unsatisfactory Test Results. If any segment of cable is found to have unsatisfactory test results, that specific cable link shall be replaced with a new link. The new cable link shall be tested to demonstrate acceptability to EIA/TIA Category requirements. Test results performed by test equipment that is out of calibration will require all cabling to be retested with a calibrated tester.

2.23. PHYSICAL SUPPORT AND CABLE MANAGEMENT

1. General. Contractor shall:

   - Use cable tray for physical support where available;
   - Provide physical support and cable management means for all copper and fiber runs (vertical and horizontal), where not provided by others; and
   - All burrs and sharp edges shall be removed from those portions of the physical support and cable management components that might come into contract with cable.

2. Minimum Bend Radius. No individual cable shall be positioned with an unloaded bend radius of less than 10 times its diameter OR a loaded bend radius of 20 times its diameter:

   - At power pole inlets;
   - Within modular furniture raceways; and
   - Transitions from cable trays and equipment rack(s)

3. Vertical Supports

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- Between floors per NEC requirements; and
- At 8’ intervals maximum

4. Horizontal Supports

- MPOP/MDF/IDF to stations via cable hangers, J-hooks, etc. mounted to building structural members; and
- At 4'-5’ intervals maximum

5. Within Telecommunications Closets

- Within MPOP/MDF/IDF via cable tray/ladder, per Fig 17930-1; and
- Between cable tray and equipment rack(s), without stress points, per current TSB - at time of installation

6. Equipment Racks

- General. Each equipment rack must include the furnishing and installation of both horizontal and vertical wire-management systems; unless horizontal wire management is removed to utilize 8” patch cords in a patch panel, switch patch panel rack layout.
- Vertically, on each equipment rack/backboard. Each rack must have minimum of 1 vertical cable management trough, (see section 2 for manufacturers) with the specified height for floor standing racks to accommodate the routing and organization of patch cords and cables between patch panels and network hub equipment. Vertical cable management trough shall extend from the floor to the top of the rack; and
- Horizontally, on each equipment rack/backboard, at maximum intervals of 48 patch-panel ports. Horizontal wire management should be installed above and below every patch panel and every switch, unless horizontal wire management is removed to utilize 8” patch cords in a patch panel, switch patch panel rack layout.
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2.24. CABLE TRAY/LADDER/J-HOOK INSTALLATION

1. General. Where drawings require, cable tray/ladder shall be installed for the purpose of supporting and containing all media cables. Where possible all cable tray/ladders shall be installed at one elevation, and shall allow for easy addition and/or removal of cables.

2. Components. Only standard prefabricated elbows, reducers, crossovers, tees, and elevation change tray sections shall be utilized to construct a continuous cable tray/ladder assembly. Acceptable support members include threaded rods, trapeze, and cantilever brackets

3. Code Compliance. All cable trays/ladders shall be installed per ANSI/IEEE 70 (National Electric Code), as amended by the local jurisdiction.

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4. Grounding. All cable tray/ladders shall be grounded to the nearest building steel and/or continuous cold water pipe.
5. Bonding. All cable tray/ladder segments shall be bonded to each adjacent section of cable tray/ladder with #6 green ground wire.
6. Supports. All cable tray/ladder assemblies shall be supported from only "local structural elements" and shall be supported at 8' intervals, maximum.
7. J-Hooks. All cables shall be supported from the point that they exit the cable tray/ladder system until they penetrate into the vertical raceways (e.g., wall-mounted conduits, etc.) with a combination of threaded rod and J-hook style hangers, installed 4 to 5 feet apart. Contractor shall furnish and install J-hook supports where required.

2.25. MDF/IDF BACKBOARD AND RACK ORGANIZATION

1. Equipment Rack, Top to Bottom Sequence
2. Vertical fiber terminations;
3. Copper station cable terminations (patch panels);
4. Networking equipment;
5. Internet working equipment; and
6. Uninterruptible power system
7. Splice Cases. Contractor shall install transition splice cases and lateral/riser cable splice cases for all indoor entrance splices. Contractor shall locate splice cases to minimize their impact on the available backboard space and to accommodate protector swivel stubs. Contractor shall perform straight splices. Contractor shall secure all cables in the splice case(s) and the end plates in accordance with manufacturer's specifications.
8. Electrical Power. Electrical power branch circuits contained within grounded metal conduit are the only acceptable form of electrical power conductors, which can be attached to the backboards or equipment racks.
9. Backboards must be fire-rated and, if painted, at least one fire-rated stamp must be left visible.

2.26. WALL & FLOOR PENETRATIONS, SLEEVES AND CONDUITS

1. Code Compliance. All wall and floor penetrations shall be installed per ANSI/IEEE 70 (National Electric Code}, as amended by the local jurisdiction.

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2. Non-Rated Walls and floors. Wherever station cables must penetrate a wall, Contractor shall core a 4-inch hole and fit an EMT conduit sleeve in the opening. The conduit sleeve shall extend a minimum of 5-inches on both sides of the wall. Conduit sleeve shall be fit with a plastic bushing on each end to minimize damage to the cable during the installation process.
3. Rated Walls and floors. Contractor shall fire stop all sleeves and conduits per specification.
4. Grounding. All cable trays/ladders shall be grounded to the nearest building steel or electrical panel to meet all city or State building codes.

2.27. FIRESTOPPING

1. General

1.1 Work Included

- Installation of fire stopping materials at openings and voids in, or at, periphery of fire-rated construction; and
- All poke-throughs and flooring core-drilled holes

1.2 Quality Assurance

- Materials shall meet and be acceptable for use by all three model-building codes: Basic Building Code, Uniform Building Code, Standard Building Code, and applicable local codes; and
- Materials shall meet the requirements of NFPA 101---LIFE Safety Code, and NFPA 70--- National Electric Code.

2.28. PRODUCTS

1. Acceptable Manufacturers: 3M Contractor Products Or equal
2. Fire stopping Materials
3. Fire stopping materials shall constitute one or more of the following products:
4. (3M Brand) Caulk CP-25 N/S No Sag;
5. (3M Brand) Caulk CP-25 S/L Self Leveling;
6. (3M Brand) Warp/Strip FS-195;
7. (3M Brand) Composite Sheet CS-195;

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8. (3M Brand) Penetrating Sealing Systems 7900 Series; and
9. Or equal
10. Fire stopping materials shall be asbestos-free and capable of maintaining an effective barrier against flame, smoke, and gases in compliance with the requirements of ASTM E 814, and UL 1479;
11. Materials shall be suitable for the fire stopping of penetrations made by steel, glass, plastic, and insulated pipe;
12. On insulated pipe, the fire-rating classification must not require removal of the insulation; and
13. The rating of the firestops shall be two (2) hours, but in no case less than the rating of the time-rated floor or wall assembly.

2.29. SUMMARY OF WORK

1. GENERALPROJECTREQUIREMENTS
2. Work Included. Work under the Base Bid of the Contract shall include all Building Wiring system (CCS) work requested by AZ State government entities.
3. Work Specifically Not Included. All work associated with the removal of asbestos from all facilities is specifically not included in the scope of this Work. If asbestos is identified at any given site where Work is to be performed, the Owner will contract separately for the complete removal of such asbestos from that site. Owner would in that case coordinate the activities of both the Contractor and Asbestos Removal Contractor.
4. Safety Issues. Contractor and Owner shall adhere to all applicable health, safety, and environmental laws, rules and regulations, including the Occupational Safety and Health Administration (OSHA) Rules and Regulations (hereafter referred to as Safety Regulations). Owner does not contemplate nor include as an undertaking of Contractor, unless specified in writing, work in any area where a hazardous substance is present. Hazardous substance means any substance regulated by and Safety Regulations and includes, but is not limited to, asbestos in either a friable or non-friable condition. Contractor shall cease all operations in any area where the existence of a hazardous substance is encountered and shall immediately notify the Owner in writing. Contractor shall not re- initiate work in or around identified hazardous substance areas prior to written permission from the Owner. All safety issues relating to hazardous substances shall be solely administered between the Owner and Contractor. It is solely the Contractor's responsibility to assure that all installation personnel are familiar with safety procedures, identification of hazardous substances, and proper operation of related equipment.

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5.

2.30. DISPOSITION OF UTILITIES

1. Utilities Rules and Regulations. Observe rules and regulations governing the respective utilities in executing all work under this heading.
2. Protection of Active Utilities. Adequately protect active utilities from damage, and remove or relocate only as indicated or specified
3. Change Order:
4. Change Order Procedure. The normal procedure for altering a contract is by change order executed before the work covered by it is done. This change order shall be prepared by Contractor as follows:
5. Request for Change Order Cost Estimate. Owner may request an estimate from the Contractor for adding to or subtracting from the contract an amount for certain alterations to the project.
6. Preparation of Change Order. Contractor shall prepare the change order, itemizing all changes. This shall include a cost breakdown of each item. Change orders shall be supplemented with necessary detailed drawings to fully describe all changes. The Owner's Representative will review and sign all copies of the change order, prior to submitting to the Owner. Six (6) copies of change order shall be submitted.
7. Routing. Owner's Representative shall then forward all copies to Owner, for review and signature and make proper distribution thereof.
8. Authorization. Signature of Owner will be authorization for Contractor to proceed with the changes listed on the change order. Prior to the Owner's signature, no additional work shall be started.
9. Distribution. Distribution of Change Orders:

Owner's Representative	2 Copies
Contractor	1 Copy

2.31. FIELD ORDERS:

1. General. Where at all possible, the aforementioned change order method should be used to alter contracts. There will be occasion, however, when insistence on this procedure would necessitate stopping the work on the job, and it is for this contingency that the limited and controlled use of field orders is provided.

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2. No Verbal Commitments. All field orders will be in writing and will be issued before any work covered thereby is executed. No verbal instructions committing Owner to additional cost may be given by anyone.

3. Temporary Pricing. All field orders will state a price, even if it must be an "upset" price subject to later adjustment, which the field orders should so state. Contractor's copy will show this price, and its acceptance of it will be deemed as its acceptance as an "upset" price.

4. Signature Requirements. The field orders will bear the signature of Owner, Owner's Representative, and Contractor.

5. Distribution. Distribution of Field Orders:

6. Owner's Representative 2Copy Contractor 1Copy

7.

2.32. MEETINGS

1. General. During the course of the project construction period, the Contractor shall provide personnel for weekly schedule and coordination meetings. These meetings shall be held at the job-site.

2.

2.33. CONSTRUCTION SCHEDULE:

1. General. Contractor shall, within fourteen (14) calendar days after Owner's notice to Contractor of award and contact, submit for approval a construction schedule, as specified below, to demonstrate Contractor's plan for fulfilling all of the contract requirements in a written outline form.

2. Scope. Information in this schedule shall represent all activities including submittals and procurement necessary to complete this contract.

3. Basis for Progress Payments. Contractor shall assign the cost of work (a sum including allocation for materials, labor, equipment, overhead and profit) to each activity and this cost will be the basis for progress payments.

4. Format. Submit specific narrative statements relating to control and expediting of submittals, fabrication and delivery of specific materials and equipment, and to supplement progress reports and successive revisions of the project schedule. Include a detailed explanation where possible of known, or suspected, operation by others which must be completed or of conditions which must be met or changed prior to specific activity starting or being completed.

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5. Minimum Content. The following information shall be provided in the schedule for each of the activities:
6. Activity description;
7. Location designation;
8. Start and finish dates; and
9. Cost and Labor-Hour allocations
10. Coordination. Contractor shall cooperate with the Owner's Representative and other contractors in achieving a master schedule for the entire project.
11.

2.34. OBSERVATION REPORTS:

1. General. During the course of the project, Owner will forward observation reports to Contractor, who shall take appropriate action.

2.35. PROJECT CLOSEOUT

1. SCOPE:
2. Final closeout procedures;
3. Final cleaning;
4. Final post install inspection of Work with Owner;
5. Project record documents;
6. Warranties;
7. Spare parts and maintenance materials;
8. Configuration table;
9. As-Built (Hard copy for IDF 24” x 18” or 24” x 24”);
10. As-Built with cable paths and jack locations; and
11. Passing test results. Test results must have calibration information, equipment manufacturer, model and be a certified report.
12. GENERAL
13. Close-Out Requirements. All requirements and procedures for submittal of pertinent data relating to closing out the project upon completion of the project work.

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14.

2.36. FINAL PAYMENT:

1. Prerequisite for Final Payment. Receipt and approval of all items specified in this section is a prerequisite for final payment.

2.37. FINAL CLOSEOUT PROCEDURES:

1. Contractor Certification. Contractor shall submit written certification that the work has been completed in accordance with Project Documents, punch list items have been resolved, Contractor has inspected the work, and the Project is ready for Owner's final inspection.
2. Contractor Submittal Requirements. Contractor shall submit the following items at that time:
3. Warranties;
4. Record Documents (As-builts, configuration table, test results); and
5. Owner signed list, showing receipt of Spare Parts and Maintenance Materials and Agreements 5.37FINAL CLEANING:
6. 5.37.1 General. Perform final cleaning prior to final inspection.

2.38. POST INSTALLTION INSPECTION WITH OWNER:

1. General. Before acceptance and final payment, at a time arrived at with Owner, a post installation inspection complete checkout and test shall be made of all installed devices, etc., with Owner. For this purpose, each trade concerned shall provide a skilled technician for a period of at least one day. All final documentation and test results must be received prior to final payment.

2.39. PROJECT RECORD DOCUMENTS:

1. Site Record Document Set. Maintain on site, one set of the following Record Documents; and record actual revisions to the Work:
2. Contract Drawings;
3. Change Orders and other Modifications to the Contract; and
4. Reviewed shop drawings, product data, and samples
5. Final Record Drawings. Prepare final Record Drawings including Shop Drawings, and legibly mark each item to record actual construction.

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6. Submittal. Submit documents to Owner with final Application for Payment.

7. The final 24” x 24” or greater As-built with cable path running lines and station jack numbers must be posted in the MDF/IDFs.

2.40. WARRANTIES:

1. General. Provide copies of all warranties. Execute and assemble warranty documents from Subcontractors, suppliers, and manufacturers.

2. Submittal. Submit at time of final inspection.

3. Delayed Work. For items of Work delayed beyond date of Substantial Completion, provide updated warranty submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.

2.41. SPARE PARTS AND MAINTENANCE MATERIALS:

1. General. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.

2. List. Prepare an itemized list containing items required in individual specification sections.

3. Submittal. Deliver items to Owner, have list signed by Owner's Representative and forward signed-list to Owner.

2.42. CLEAN-UP

1. General. This section describes labor, materials, equipment, and services necessary to perform the clean-up of the building and site as specified or indicated. Remove all temporary facilities, scaffolding, etc. Clean all areas of debris and remove them from site.

2.43. CLEANING AND REPAIRS

1. General. The work of each section shall include removing all tools, scaffolding, surplus materials, temporary walks, debris and rubbish from the project promptly upon completion of that portion of work.

2. Scope. All exposed surfaces shall be thoroughly cleaned.

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3. Above Ceilings. All construction debris (e.g., wire clippings, connectors, packaging, etc.) shall be removed from the cavities above dropped ceilings.

4. Workstations and Offices. All construction debris (e.g., ceiling tile debris, drill shavings, wire clippings, connectors, packaging, etc.) shall be removed from all office, workstation and closet areas.

5. Contractor Responsibility. Contractor shall be responsible for leaving the area of operations completely clean and free of the above items in a manner suitable to Owner.

6. Frequency of Clean-Up. Clean up daily all refuse, rubbish, scrap materials and debris caused by operations, to the end that at all times the site of work shall present a neat, orderly and professional appearance.

7. Means of Disposal. Provide for the disposal of all waste products, trash, debris, etc., and make all necessary arrangements for such disposal.

8. Removal of Surplus Materials. Remove all surplus materials, temporary structures, and debris of every nature resulting from operations, and put the site in a neat, orderly condition. Owner shall have the first right-of-refusal for all major equipment and materials removed from the site.

2.44. SUPPORT OF GREEN BUILDINGS (GOING GREEN)

1. In order to have the most efficient cooling, cabling must be properly designed, remediated and routed to allow the air to flow in an unobstructed manner. TIA-942 and other complimentary standards around the globe suggest that horizontal and vertical cabling be run accommodating growth so that these areas do not need to.be revisited. There are several reasons for this requirement, including:

2. Eliminating the adverse effects of removing floor tiles and decreasing static pressure under raised floors during MAC work.

3. Assuring that pathways are run in a manner that will allow the flow of cold air in cold aisles to be unobstructed by cabling; and a potential benefit to cooling as the cabling can be installed to provide a baffle of sorts, channeling cool air into cold aisles.

4. In support of the (GOING GREEN) initiative, The State is requesting that contractors include in their response provisions for the removal of abandoned cabling. The Owner shall provide a 4’ x 4’ Gaylord box (or equivalent) from State surplus for any removed abandoned cabling. The removal of the Gaylord box should be scheduled with State surplus.

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2.45. BLUE STAKE SERVICES

1. Blue Staking is the act of marking underground facilities such as electric, telephone, cable or other underground facilities so that these networks are not damaged during excavation, trenching or digging activities. It is a state law that all underground facilities must be marked prior to excavation, trenching or other digging. The law is sometimes referred to as the Underground Facilities Law or, simply, the Blue Stake Law. (ARS Chapter 2, Article 6.3, Sections 40-360.21 through 40-360.32.) Suggestion- maybe we need to add if there is any underground work that is being down, the Owner needs to contact companies that are on the State of Arizona Bluestake contract to have marking completed prior to any excavation, trenching or digging activities.

2.46. IN BUILDING CABLING AND INTER-BUILING PRODUCTS

1. LIST OF PRODUCTS AND ANY REQUIREMENTS ASSOCIATED WITH SAID PRODUCTS

    2.46.1.1. Cabling

    2.46.1.2. Fiber

    2.46.1.3. Patch Cords

    2.46.1.4. etc

2. MINIMUM PRODUCT REQUIREMENTS, WARRANTY,CERTIFICATIONS AND STANDARDS

    All proposed products and services shall be certified as meeting the following standards and testing procedures, as applicable:

    2.46.2.1. ADA; ANSI; ASTM; BIFMA; etc.

    2.46.2.2. Other certifications and standards, as applicable.

3. RESPONDING TO A CUSTOMERS QUOTE REQUEST

    2.46.3.1. Site Surveys are required, at no charge, when a customer requests a quote be provided. When the quote is provided to the customer it shall include at a minimum the following:

- Scope of Work.
- Materials.
- Labor.
- Time Line.

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- Tax is paid by the Contractor and should be included in the material cost. Per Department of Revenue Prime Contracting Tax law, there is no tax line item permitted on the quote.
- Warranty.

4. INSTALLATION REQUIREMENTS

The Customers require the following detail be provided once a Contractor has been selected to perform an Installation:

2.46.4.1. Installation Plan.

- Scope of Work.
- Key Personnel.
- Responsibilities.
- Time Line:
- Installation Cost.
- Support.
- Post installation inspection
- Final Acceptance.

5. Key Assumptions

- Installer will be manufacturer certified to install and terminate cable.
- Contractor has all necessary tools to accomplish service requests.
- Contractor understands and agrees to late night and/or overnight working hours if needed.

6. Warranties

Every installation shall provide a 25-year warranty on any installed cabling solutions by the product manufacturers. The extended warranty shall include, but is not limited to, product, performance, and application guarantees.

7. COORDINATION

2.46.7.1. Coordination with System Vendors and Contractors. Contractor shall coordinate, as required, with all related system vendors (including the furniture vendor) and associated contractors. Depending upon the specific system vendors' products, the specific CCS issues can vary, therefore Contractor shall fully coordinate with the System Vendors and Contractors to ensure that all proper CCS is provided and installed.

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2.46.7.2. Coordination with Telco System. Contractor shall coordinate, as required, with Owner's Telecommunications Representative and related facilities that make up a part of the building voice plant. All voice cables shall be labeled per instructions from the Owner's Telecommunications Representative. All cross-connects shall be coordinated with the Owner's Telecommunications Representative.

2.46.7.3. Coordination with Campus Fiber Facilities. Contractor shall coordinate, as required, with Owner's Data Communications Representative regarding all fiber facilities, which make up a part of the building data wiring plant.

2.46.7.4. Coordination of Voice and Data Closets. Contractor shall coordinate with all related trades and Owner's Representative to determine exact locations for the voice and data station drop terminations within the Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) closets. In general the voice and data drops specified herein home-run in the following fashion to:

- Same voice and data (MDF and IDF) closets; and
- Closets in the same building as the station drop location

Exhibit 1 of Scope of Work: Specifications

FIBER AND COPPER
COMMUNICATIONS CABLING ELEMENT

A. CCS PRODUCTS GENERAL

All products shall meet all Standards Code, and Regulation requirements set forth in this specification. All products shall comply with the labeling requirements of EIA/TIA 606 and UL 969

B. RACEWAYS

All raceways and sleeves, except as noted herein, shall be provided by Electrical Contractor per ANSI/IEEE 70 (National Electric Code) as shown on the project Drawings. Contractor shall coordinate with Electrical Contractor.

TABLE 1-1, RACEWAYS

Raceway Location	Raceway Description	Primary Use Cable Type

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Building –to-building	4” EMT	Voice, Copper
		Data, Copper
		Data, Fiber
		Video
Lateral-Tie Cables (within a building)	Cable Tray and J-Hooks	Voice, Copper
		Data, Copper
		Data, Fiber
		Video
Riser Cables	4” EMT Sleeves	Voice, Copper
		Data, Copper
		Data, Fiber
		Video
Station Cables	J-Hooks + Mud Rings	GYP. Board Walls
	J-Hooks + Modular Raceways	Modular Walls
Wiring Closet Wall Sleeves/Tray	1-Hour rates assembly	Fire-Rated Walls
	Non-Rated 4” EMT sleeves	Non-Fire-Rated Walls

C. CABLING

Cables. All copper cables shall be per Copper Cable Specifications (as applicable), and the Project Drawings. All voice and data station cable shall bear the UL certification for its respective EIA/TIA Category. All station connectivity shall be provided in separate cables for each type of connectivity required. The following Table shall be utilized by the Buying Agency to define the cabling counts for each specific Purchase Order ("TBD's should be replaced with the specific quantities as required for each Purchase Order).

TABLE 1-2, CABLES

Raceway Location	Primary Use (Cable Type)	Cable Pair Count
Building –to-building	Voice, Copper	N/A
	Data, Copper	
	Data, Fiber	
	Video	
Lateral-Tie Cables (within a building)	Voice, Copper	MDF to each IDF on different floor
	Data, Copper	
	Data, Fiber	
	Video	A/R

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Riser Cables, Riser Related	Data, Copper	MDF to each IDF on different floor
	Data, Fiber	
	Video	1-Coax, DF to each IDF on different floor
Station Cables, Plenum Rated		
	Data or voice	Category workstation cables per station drop
	Modular Walls	
	Non-Fire-Rated Walls	

D. VOICE TERMINATION HARDWARE

1. General Termination Requirements

1.1 Complete 11O punch-down assemblies (66 punch-down assemblies if applicable), include designation strip kit (AT&T 110). Colors (GREEN, BLUE) shall be per this specification section; If applicable, complete 66 punch-down assemblies, include designation strip kit {AT&T 66). Colors (GREEN, BLUE) shall be per this specification section;

1.2 Include wire management means (D-rings, brackets, etc.), vertical and horizontal; and

1.3 Comply with all labeling requirements of EIA/TIA 606 and UL 969

E. DATA TERMINATION HARDWARE

1. General Termination Hardware Requirements. All data terminations shall adhere to the following characteristics:

1.1 Equal to or exceed functional requirements of (fully compliant with) EIA/TIA Category-6 or greater, as tested/certified by UL; and

1.2 Equal to or exceed requirements of EIA/TIA-TSB-36/40/67: UTP Connecting Hardware 1Specification, Category.

1.3 Compliance to all labeling requirements of EIA/TIA 606 and UL 969;

1.4 All MDF/IDF terminations shall be included; Wire management means (D-rings, brackets, etc.), vertical and horizontal;

1.5 Pairs shall be consecutively labeled at each end (MDF and IDF).

F. UNIVERSAL WORKSTATION OUTLET

1. General. All station connectivity shall terminate at the station in one (1) universal workstation outlet (“UWO”). UWO color shall match adjacent electrical receptacle cover (or provide color as specified by the owner's Representative). Provide and install blank plastic faceplates (single/double-gang, matching voice/electrical faceplate color) at all station outlets (e.g., mud-rings or J-boxes) not used for data/voice connectivity. All data/voice outlets shall be located per ADA standards. Contractor shall coordinate all ADA issues with the site construction manager.

2. UWO Physical Configurations. UWO's shall be configured for wall mount, modular furniture mount, or floor mount as follows:

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2.1 Wall mount UWO:
2.1.1 Single-gang; and
2.1.2 Flush mount.

2.2 Modular furniture mount UWO:
2.2.1 Surface mounts (provide with back-box);
2.2.2 Front access; and
2.2.3 Provide with mounting bracket for specific modular furniture.

2.3 Floor mount UWO:
2.3.1 Single-gang or double gang; and
2.3.2 Flush mount.

3. UWO Manufacturers. The following manufacturers are examples of desired UWO requirements:
3.1 Wall (single-gang flush) mount UWO: Ortronics, AVAYA AMP or equal; and
3.2 Modular furniture (surface mount) UWO: Ortronics, AVAYA AMP or equal

G. PROTECTORS

1. Outside Plant Copper Cabling Primary Surge Protectors. Primary surge protectors shall be provided and installed at each termination (end) of all outside plant copper cabling. These protectors shall meet or exceed the requirements of ANSI/NFPA 70, EIA/TIA 571, and UL 497/497A Primary surge protector maximum let- through voltage shall be less than the maximum allowed for Owner's voice switch and data equipment.
2. Quantity. Quantity of protectors shall be as required to protect each pair of all TELCO/Building-to-Building cable, at each building entry point.
3. Protector Terminal Block. Protector terminal block shall be AVAYA 188B1-100 or equivalent.
4. Plug-In Protectors. Plug-in protectors shall be AVAYA 3C1S, or equivalent.

H. CABLE TIES

1. General. Riser/ Plenum rated cable ties shall be used throughout the Work.
1.1 Velcro® style cable ties shall be used for all MDF/IDF horizontal cable bundling; and
1.2 Manufacturer.· Panduit, 3M or equivalent.

I. "D" RINGS

1. General. "D" rings shall be metal, sized for application with 80% fill max.
1.1 Manufacturer. AVAYA 13"X" series (2',4',6') or equivalent.

J. CABLE BONDING SHIELD

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1. General. Cable bonding shields shall be capable of attaching copper cables to local grounding means, as required by ANSI/IEEE 70 (National Electrical Code).
2. Manufacturers. 3M Scotchlock series 4460, or equivalent.
3. Usage. Properly sized cable bonding shields shall be provided and installed at all termination points for all copper:
   3.1 Building-to-building cables;
   3.2 Lateral cables; and
   3.3 Riser cables

K. CABLE LADDERS

1. General. All Cable ladders shall be 1.5" high tubular steel, painted, with cross members on 1O" centers (Maximum). Only factory supplied hardware shall be used.
2. MDF/IDF Cable Ladders. Overhead cable ladders shall be supplied and installed in each MDF/IDF as follows. These ladders shall be installed as a continuous, bonded, grounded plane:
   2.1 Between the plywood backboards and all associated equipment racks;
   2.2 Parallel to, in front of, and above the plywood backboard; and
   2.3 Parallel to, in front of, and above equipment racks
3. Arrangement. All ladders shall be arranged to provide:
   3.1 Continuous cable support from the rack/cabinet mounted equipment to the backboard
   3.2 6" vertical cable-restraining posts at each internal corner of the ladder-system.
4. Configuration. All ladders shall be bonded at each section and grounded at both ends. All ladders shall be grounded per NEC requirements for electrical equipment housings.

L. EQUIPMENT RACKS/CABINENTS

1. MDF Racks. EIA 19" wide, 7" tall, racks shall be supplied and installed in each MDF by Contractor. Each rack shall be grounded per NEC requirements for electrical housings. All racks shall be physically secured via anchoring to the sub-flooring.
2. IDF Racks. 19" wide, 7" tall, racks shall be supplied and installed per Owner reviewed shop drawings that are specific to each IMDF.
3. IDF Cabinets. When space limitations require that a wall mounted cabinet be used rather than racks, provide an install one (1) each equipment cabinet per IDF. Wall mount cabinets must adhere to OSHA clearances.
4. Rack Construction. MDF/IDF racks shall be fabricated from, 6061 aluminum alloy, with EIA/TIA standard 19" drilled and tapped hole pattern, self-supporting.
5. Interior Cabinet Construction. MDF/IDF cabinets shall be sectional, wall mount type, constructed to NEMA 1 standards with baked enamel finish and lockable door. Cabinet shall have standard EIA 19" vertical mounting members (drilled and tapped holes) with a minimum of 15" dept. Height shall be as required for the application, with a minimum of 30". Construction shall allow for venting of heat generated by internal electronic equipment,

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knock-outs top and bottom, and a "swing-out" design such that connections at rear of electronic equipment can be accessed. Locks on all cabinets shall have the same key.

6. Exterior Cabinet Construction. Cabinet shall have standard EIA 19" vertical mounting members (drilled and tapped holes) with a minimum of 15" dept. Height shall be as "swing-out" design such that connections at rear of electronic equipment can be accessed. Locks on all cabinets shall have the same key. Cabinets shall be CPI or equivalent w/ fan.

M. EQUIPMENT SHELVES:
MDF/IDF Equipment Shelves. Unit pricing shall be provided for equipment shelves installed.

N. PATCH CORDS

1. General

1.1 Compliance. Compliance to all labeling requirements of EIA/TIA 606 and UL 969
1.2 Certifications. Tested and certified to EIA/TIA Category-6 or greater requirements
1.2 Patch chords shall labeled as follows in 3 lines:
1.2.1 Switch
1.2.2 Port
1.2.3 Jack
e.g. SW-4 PORT-38 19B-3

2. Requirements

2.1 Length: Length of patch cords shall be:
2.1.1 Sufficiently long to provide proper connectivity;
2.1.2 Uniform for each type of application; and
2.1.3 Actual lengths shall be jointly determined by Owner and Contractor.
2.2 Labeled:
2.2.1 Each patch cord shall be labeled at each end (within 3" connector);
2.2.2 Labels shall be unique, consecutive numbers; and
2.2.3 Label construction shall be as specified herein.
2.2.4 8” small diameter patch cords do not require a label, unless Owner requests labeling.
2.3 Functional Characteristics:
2.3.1 Equal to or exceed functional requirements of specific protocol(s) intended for use; and
2.3.2 Equal to or exceed requirements of specification.
2.4 Factory made-up, tested, and certified for EIA/TIA Category.

O. FIBER OPTIC FAN-OUT KITS

1. General. Contractor shall provide fiber-optic cabling fan-out kits at all riser fiber cable terminations.

2. Manufacturers. Acceptable manufacturers are:

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2.1 Siecor fan-out kits; and
2.2 Or functional equivalent

P. VERTICAL WIRE MANAGEMENT

1. General. Contractor shall provide vertical wire management on each side of all racks. At minimum (1) vertical wire manager must be installed on every equipment rack and must have a cover.
2. Manufacturers. Acceptable manufacturers are:
   2.1 Ortronics, Panduit; and
   2.2 Or functional equivalent

Q. HORIZONTAL WIRE MANAGEMENT

1. General. Contractor shall provide horizontal wire management above and below every patch panel and switch wire management must have covers on all racks with patch panels. Horizontal wire management is not required for a patch panel, switch, patch panel rack configuration.
2. Manufacturers. Acceptable manufacturers are:
   2.1 Panduit or equivalent; and
   2.2 Or functional equivalent

R. ELECTRICAL POWER TERMINAL STRIPS

1. General. All terminal strips shall be UL listed (1449), with TVSS, thermal overload means, on/off switch, and twelve (12) each (NEMA 5-15 R1) power sockets. All terminal strips shall be firmly attached to their intended mounting surface, and ground referenced to the same grounding point as the associated signal ground reference. TVSS max let-through voltage rating shall be 400 V per UL 1449.
2. Quantity of Power Terminal Strips:
   2.1 MDF 1 ea. Power Strip per rack, mounted at bottom of each rack;
   2.2 IDF 1 ea. Power Strip per rack, mounted at bottom of each rack or cabinet; and
3. Power Cord Length. Power cord(s) shall be sufficiently long to safely reach available power socket and be tie-wrap attached to the rack, cable tray, and backboard, 10-foot minimum.

S. CONDUIT BUSHINGS

1. General. All conduit and sleeve insulating end bushings shall be UL approved.
2. Quantity. Contractor is responsible for inspecting all conduits and sleeves prior to cable pulling and fitting insulating end bushings on all conduits and sleeve ends that are not so equipped.

T. CABLE LABELS

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1. General. Permanent, legible, cable labels shall be provided and installed at the CCS cabling points identified within this specification, including each-end of all riser, lateral, station, and patch cables: All cable labels shall comply with the labeling requirements of EIA/TIA 606 and UL 969. Cable labels must be placed on both ends of the installed cabling.
2. Types. Acceptable cable types are:
   2.1 Shrink wrap; and
   2.2 Pre-Approved equivalents.
3. Manufacturers. Acceptable cable label manufacturers are:
   3.1 Panduit, Brady; and
   3.2 3M.

U. FIBER OPTIC CABLING

1. General. All fiber optic cabling shall be per Specification provided by the Owner.
2. Quantity. Fiber optic cabling quantities and lengths shall be as required by the Owner's Representative.

V. FIBER OPTIC CABLING TERMINATION HARDWARE

1. Fiber optic connectors: Connectors shall be SC/LC/MPO type with the following characteristics:
   1.1 Loss. Mated pair loss (without rotational optimization) shall not exceed:
      1.1.1 1.5 dB maximum for multimode cable at 850 nm;
      1.1.2 1.5 dB maximum for multimode cable at 1300 nm;
      1.1.3 0.5 dB maximum for single mode cable at 850 nm; and
      1.1.4 0.5 dB maximum for single mode cable at 1300 nm.
2. Pull Strength. Pull strength between connectors and attached fiber shall be 50 lbs. minimum.
   2.1 Types. Acceptable types are: fused pig-tails w/ factory installed connectors;
3. Manufacturers. Acceptable manufacturers are:
   3.1 AVAYA, AMP;
   3.2 Siecor; or equivalent;
   3.3 Or equivalent.

W. FIBER OPTIC PATCH PANELS

1. General. All fiber optic cables entering each termination room (e.g., MDF, IDFs), shall terminate on fiber optic patch panels and associated hardware shall:
   1.1 Provide and integrated connector panel;
   1.2 Provide a splice shelf for storage of 20 feet of fiber;
   1.3 Accept all major connector types (SC, LC and MPO);
   1.4 Provide a splice cradle that will accept fusion.
   1.5 Allow top and bottom cable entry;
   1.6 Mount on an industry standard EIA 19" rack or wall;

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1.7 Provide power and signal grounding capability per the NEC; and

1.8 Be suitable for terminating, interconnecting, splicing and testing

2. Types. Acceptable types are:
2.1 Painted, aluminum; and
2.2 Pre-Approved equivalents

3. Manufacturers. Acceptable manufacturers are:
3.1 Connector or high density cassette-based panel housings;
3.1.1 Panduit, Corning Siecor CPH-072, or equivalent.
3.2 Multimode connector panels;
3.2.1 Panduit, Corning, or equivalent.
3.3 Single mode connector panels;
3.3.1 Panduit, Corning, or equivalent.

X. FIBER OPTIC PATCH CORDS

1. General. Fiber optic patch cord quantities and lengths shall be as required by the Owner's Representative.

Y. POWER POLES

1. General. All power poles shall be UL listed, with a minimum of two (2) shielded cavities that run the entire length of the power poles. Pre-punched knock-outs shall be provided near the bottom of each power pole (per ADA requirements).

2. Types. Acceptable types are:
2.1 Painted, aluminum extrusions; and
2.2 Pre-Approved equivalents.

3. Manufacturers. Acceptable manufacturers are:
3.1 Wiremold Series 30TP2V; and
3.2 Or equivalent.

Z. POKE-THROUGHS

1. General. All poke-throughs shall be UL listed as a minimum of 1-hour fire stop, and have a minimum of one (1) ¾" opening for CCS cable to penetrate through the fire-stopped assembly. Actual fire-stop rating shall be equal to the rating of the floor in which the particular fire-stop is utilized.

2. Types. Acceptable types are:
2.1 All UL listed poke-throughs.

AA. SURFACE-MOUNTED RACEWAYS

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1. General. Surface-mounted raceways shall be designed and manufactured specifically for CCS applications and shall be UL listed for that purpose.
2. Types. Acceptable types are:
   - 2.1 Metallic; and
   - 2.2 Non-metallic.
3. Manufacturers. Acceptable manufacturers are:
   - 3.1 Panduit, Type LD;
   - 3.2 Wiremold, Uni-duct series; and
   - 3.3 Or functional equivalent.

AB. SPLICE CASES

1. General. Contractor shall provide splice cases for all indoor entrance splices
2. Manufacturers. Acceptable manufacturers are:
   - 2.1 AT&T, Type 2000FR; and
   - 2.2 Or functional equivalent

AC. CERTIFICATION IN WRITING. All warranties and/or guarantees shall be certified in writing.

1. 15-Year Guarantee

Guarantee that the Category- 6 or greater Cable Plant, which is installed at the OWNER'S FACILITY, has been done in accordance with these specifications, and that the work as installed will fulfill the requirements of those specifications. Agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing that may prove to be defective in its quality of materials, ordinary wear and unusual abuse or neglect excepted.

2. Warranty

Warranty that the Category- 6 or greater Cable Plant, which is installed at the OWNER'S FACILITY has been done in accordance with all associated manufacturer's requirements such that a valid one year Category- Cable Plant Warranty has been issued by all the associated manufacturers.

AD. FIBER OPTIC GENERAL

1. This specification defines fiber optic cable for inter-building (outside) and intra-building (inside) applications. Actual usage of cable types and quantities of conductors shall be as stated in the Contract Documents and as required for the described physical connectivity requirements.
2. PRODUCTS
   - 2.1 Major Elements. The fiber optic cable shall consist of, but not be limited to, glass-fiber sub-cables, dielectric fillers, strength-member, and protective outer sheathing;
   - 2.2 Type. All cables shall meet ANSI/NFPA-70 requirements and be UL listed for Types OFN or OFNR, as specified by the controlling

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document, and as required by the ANSI/NFPA-70 application requirements and local codes for specific application conditions;

2.3 Construction. All fiber optic cables utilized for outside plant applications shall be of the loose tube construction type. All fiber optic cables utilized for inside plant applications shall be of the tight-buffered construction type;

- 2.4 Core Design. Core design shall be loose-tube type, with no more than six (6) fibers per tube, up to 14 tubes. When more than 14 loose tubes are required to meet the fiber-count, there shall be no more than twelve (12) fibers per tube;

2.5 Sub-cables. Single fiber optic sub-cables shall consist of optical fiber(s) surrounded by a synthetic yarn strength-member and a color-coded jacket. Each fiber shall have a uniquely colored jacket;

2.6 Tensile Strength-Member. Fiber optic cables with more than four (4) sub-cables shall be assembled by:

2.6.1 Stranding sub-cables and any fillers around a central, non-buckling, strength-member, or

2.6.2 Support strands surrounding the optical fibers·

Any given sub-cable shall contain either 50/125 (micron) multimode fibers or single-mode fibers, as specified in the Construction Drawings and Specifications, and required to support the specified connectivity level.

2.7 Outer Jacket. Fiber optic cable outer jacket shall be smooth and free from holes, splits, blisters, and other surface flaws. Outer jacket shall be flame retardant; and

2.8 Surface Markings. Fiber optic cable surface markings shall be as required by the NEC for the type of cable, and shall include the cable manufacturer's name. Markings shall be repeated on 18" +/- intervals throughout the length of the cable.

AE. MULTIMODE FIBER OPTIC CABLE FIBERS

1. Core Type. Multimode fiber optic cable fiber-core type shall be graded-index glass.
2. Performance Requirements. Multimode fiber optic cable fibers shall meet or exceed the following parameters after cabling:

2.1 Core Diameter: 50 +/- 3 microns;

2.2 Clad Diameter: 125 +/- 3 microns;

2.3 Numerical Aperture: 0.29;

2.4 Maximum Attenuation per km (-40 to 70 C); and 850 nm 4.0 dB
1300nm 2.5 dB

2.5 Minimum Bandwidth: 850 nm 160 MHz
1300 nm500 MHz

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AF. SINGLE-MODE FIBER OPTIC CABLE FIBERS

1. Core Type. Single-mode fiber optic cable fiber-core type shall be graded-index glass.

2. Performance Requirements. Single-mode fiber optic cable fibers shall meet or exceed the following parameters after cabling:

2.1 Mode Field Diameter: 9-11 microns;

2.2 Core-Clad Offset: +/- 1 micron;

2.3 Clad Diameter: 125 +/- 3 microns, individual fiber+/- 0.5 micron;

2.4 Maximum Bandwidth:

1300 nm 1.0 dB

1500 nm 1.0 dB;

2.5 Minimum Bandwidth:

1300 nm 600 MHz; and

2.6 Maximum Pulse Dispersion:

1285 to 1330 nm 3.5 PS/nm-km

1530 to 1570 nm 20 PS/nm-km

AG. OUTSIDE FIBER OPTIC CABLE

1. General. Outside fiber optic cable shall be suitable for outside use between buildings in a campus environment. It shall be suitable for runs in buried conduits and aerial units.

2. Armor Sheath. Laminated non-metallic sheath shall be provided.

3. Temperature Range. Minimum cable temperature ranges shall be as follows:

3.1 Operating Range: -20 to 70 C; and

3.2 Storage Range: -20 to 70 C

4. Minimum Pulling Tensile Strength. Minimum cable tensile strength shall be 2500 newtons (N).

5. Maximum outside Diameter. Maximum cable outside diameter (OD) shall be consistent with its utilization in industry standard innerduct.

6. Minimum Bend Radii. Minimum cable bend radii shall be:

6.1 No Load: 10 times cable OD; and

6.2 Maximum Tension: 20 times cable OD

7. Fiber Identification. Fibers shall be color coded (by fiber) and marked or color-coded by group of fibers.

8. Crush Resistance. Cable crush resistance shall be:

8.1 Tight buffer: 300 N/cm

8.2 Loose Tube: 50 N/cm

9. Cyclic Flex Resistance. Cable shall be capable of 2000 flex cycles per EIARS-455, without optical degradation.

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10. Moisture Resistance. Fiber optical and mechanical performance shall not be degraded and the cable shall not be damaged in any way by long-term immersion in ground water.
11. Fungus Resistance. Cable outer jacket shall be fungus inert.
12. Sunlight/UV Resistance. Cable outer jacket shall be suitable for long-term exposure to sunlight and weather, with a life expectancy greater than 20 years.
13. Outside Plant Fiber optic Cable. Outside plant fiber optic cable shall be Corning, General Cable or equivalent. Outside plant fiber optic cable is not required to be "gel filled" for short runs e.g., as between buildings of less than 100 meters where continuous conduit is provided.

AH. INSIDE FIBER OPTIC CABLE

1. General. Inside fiber optic cable shall be suitable for intra-building use, per the NEC. It shall be suitable for runs in metallic conduits, nonmetallic conduits, and innerduct-only runs.
2. Sheath. Polyethlyene or copolymer sheath shall be provided per NEC requirements for the specific application, e.g., plenum or non-plenum grades.
3. Temperature Range. Minimum cable temperature ranges shall be as follows:
   - 3.1 Operating Range: -20 to 70 C; and
   - 3.2 Storage Range: -20 to 70 C
4. Minimum Pulling Tensile Strength. Minimum pulling tensile strength shall be 2500 newtons (N).
5. Maximum outside Diameter. Maximum cable outside diameter (OD) shall be consistent with its utilization in industry standard innerduct.
6. Minimum Bend Radii. Minimum cable bend radii shall be:
   - 6.1 No Load: 10 times cable OD; and
   - 6.2 Maximum Tension: 20 times cable OD
7. Fiber Identification. Fiber identification shall be by color coding (by fiber) and marked or color coded by group.
8. Crush Resistance. Cable crush resistance shall be:
   - 8.1 Tight buffer: 300 N/cm
   - 8.2 Loose Tube: 50 N/cm
9. Cyclic Flex Resistance. Cable shall be capable of 2000 flex cycles per EIA RS-455, without optical degradation.
10. Moisture Resistance. Fiber optical and mechanical performance shall not be degraded and the cable shall not be damaged in any way by long-term immersion in ground water.
11. Fungus Resistance. Cable outer jacket shall be fungus inert.
12. Riser Fiber optic Cable. Riser fiber optic cable shall be Corning, Panduit, General Cable or equal, per ANSI/NFPA-70 Art. 770- 6.
13. Workstation Fiber optic Cable. Workstation fiber optic cable shall be Corning, Panduit, General Cable or equivalent, per ANSI/NFPA-70.

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14. Patch-Cable Fiber optic Cable. Patch-cable fiber optic cable shall be Panduit Low Smoke Zero Halogen (LSZH), or equivalent.

AI. PRODUCTS

1. Construction elements. The copper cable shall consist of, but not be limited to, copper conductor and dielectric insulation, with color codes as required. Copper cable shall be suitable for intra-building use, per the ANSI/NFPA-70.
2. Type. All cables shall meet the current National Electrical Code and be UL listed for the Types as required by the ANSE/NFPA-70 per application, location, and service conditions.
3. Outer Jacket. Copper cable outer jacket shall be smooth and free from holes, splits, blisters, and other surface flaws. Sheath shall be provided per ANSI/NFPA-70 requirements for the specific application, e.g., general purpose, riser, or plenum.
4. Surface Markings. Copper cable surface markings shall be as required by the ANSI/NFPA-70 for the type of cable, and shall include the cable manufacturer's name. Markings shall be repeated on the 18" +/- intervals throughout the length of the cable.
5. Moisture Resistance. Electrical and mechanical performance shall not be degraded and the cable shall not be damaged in any way by long-term exposure to 95% RH, with condensation.
6. Fungus Resistance. Cable outer jacket shall be fungus inert.
7. Sunlight/UV Resistance. Cable outer jacket shall be suitable for long-term exposure to sunlight and weather, with a life expectancy greater than 20 years.
8. Temperature Range. Minimum cable temperature ranges shall be as follows:
   - 8.1 Operating Range: -20 to 70 C; and
   - 8.2 Storage Range: -20 to 70 C

AJ. RISER COPPER CABLE

1. Ratings. Riser copper cable shall be per BELL DESIGN" ARMM, with:
   - 1.1 Non-Plenum: UL types CM, or CMR, per ANSI/NFPA-70 Article 800-3(d); and
   - 1.2 Plenum: UL type CMP, per ANSI/NFPA-70 Article 800-3(d)
2. Characteristics. Riser copper cable shall have the following characteristics:
   - 2.1 Gauge: 24AWG; or 28AWG
   - 2.2 Impedance: 100 ohms above 1 MHz, nominal;
   - 2.3 Attenuation: 0.8 dB/100 ft.; and
3. Unshielded Twisted Pair (UTP) Data Workstation Cabling:
   - 3.1 Ratings. UTP workstation data cable shall be EIA/TIA TSB-36 Category-6 or greater:
     - 3.1.1 Non-Plenum: UL types CM or CMR
     - 3.1.2 Plenum: UL types CMP, per ANSI/NFPA-70 Article 800-3(d)

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4. Characteristics. UTP workstation data cable shall have the following characteristics:
   - 4.1 Gauge: 24 AWG, or 28AWG
   - 4.2 DC Resistance (Norn): 20-30 Ohms/1000 ft
   - 4.3 Impedance (Norn): 100 +/- 15 ohms from 1 to 16 MHz
5. Manufacturers. The following manufacturers are acceptable:
   - 5.1 Com Scope, Berk-Tek, Panduit, or Belden or equal
6. Patch-Cable Copper Cable:
   - 6.1 General. All data patch-cables shall utilize twisted pair cabling, with stranded copper conductors, and having an EIA/TIA TSB-36 Category-6 rating, except for impedance, which shall range within the acceptable Category 4 tolerances. Cables shall be inspected specifically for the maintenance of the required level twisting at each connector location. Untwisted (e.g., silver satin) patch cords are expressly not allowed. Unshielded patch-cable copper cables shall be as follows:
     - 6.1.1 Unshielded Data Patch-Cables. Shall be UL types CM or CMR. Conductor size shall be 24 AWG, or 28AWG.
7. Coax Cable. Coax CATV cable shall be RG6NRG11/RG58 (rated to 900 MHz), with:
   - 7.1 Dielectric: PE
   - 7.2 Shielding: 2-inner shields (1-foil, 1-braid) plus 1 outer braid shield
   - 7.3 Jacket: Plenum rated
   - 7.4 Impedance: 75 ohm

AK. SAFETY

1. Safety Issues. Contractor and Owner shall adhere to all applicable health, safety, and environmental laws, rules, and regulations, including the Occupational Safety and Health Administration (OSHA) Rules and Regulations (hereafter referred to as Safety Regulations). Owner does not contemplate nor include as an undertaking of the Contractor, unless specified in writing, work in any area where a hazardous substance is present. Hazardous substance means any substance regulated by any Safety Regulation and includes, but is not limited to, asbestos in either a friable or non-friable condition. Contractor shall cease all operations in any area where the existence of a hazardous substance is encountered, and shall immediately notify Owner in writing. Contractor shall not re-initiate work in or around identified hazardous substance areas prior to receiving written permission from Owner. All safety issues relating to hazardous substances shall be solely administered between Owner and Contractor. It is solely the Contractor's responsibility to assure that all installation personnel are familiar with safety procedures, identification of hazardous substances, and proper operation of related equipment.

1. Deliverables
2. Exhibits

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2.1. X

2.2. X

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1. Compensation method

Contractor will be compensated based on the final detailed written quote approved by the Customer.

2. Pricing

2.1. Contractor's Best Pricing. Supplier warrants that, for the term of the Contract, the prices and discounts set out in BPM004541 Solicitation Attachment 12 - Pricing Document, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent services, items of equipment and materials.

2.1.1. That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.1.2. If Contractor's Best Pricing for equivalent services, items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.1.3. For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

2.2. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, 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.

2.3. Price Increase. The State may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. Contractor must provide conclusive evidence of a need for any

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price increases such as being substantiated by the Producer Price Index, Consumer Price Index, or similar pricing guide.

2.3.1. Initial Contract prices will be honored for one year after award of Contract.

2.3.2. All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow the State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.

2.3.3. All price adjustments will be implemented by a formal contract amendment. State shall determine whether the requested price increase or an alternate option is in the best interest of State.

2.4. Price Reductions. Price reductions shall be immediately passed along to State and may be submitted in writing to State for consideration at any time during the Contract period. The contractor shall offer State a price reduction on the Contract product(s) concurrent with a published price reduction made to other customers. The State at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin, and end date of promotion along with the products covered.

2.5. Additional Charges. Any charges or fees not delineated in the Contract may not be added, billed, or invoiced under the Contract.

2.6. 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 the State's Travel Policy. Contractor shall itemize all per diem and lodging charges. State Travel Policy, including State rates, may be located at https://gao.az.gov/travel. The Eligible Entity / Customer shall reject any claim for travel reimbursement without prior written approval.

3. Funding

No particular funding considerations apart from paragraph 4.4 Availability of Funds for the Next State fiscal year and 4.5 Availability of Funds for the current State fiscal year of the Uniform Terms and Conditions have been identified as of the Solicitation date.

4. Invoicing

4.1. Invoices Go To Buying Entity. Contractor shall submit all billing notices or invoices to the ordering Eligible Entity/Customer (e.g. Eligible Agency or Co-Op Buyer) at the address indicated on the applicable Order document or by utilizing the Buying Entity's purchasing tool/process.

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4.2. Minimum Invoice Requirements. Every invoice must include the following information:

- 4.2.1. Bill-to name and address
- 4.2.2. Contractor name and contact information
- 4.2.3. Remit-to address
- 4.2.4. Invoice number and date
- 4.2.5. State contract number
- 4.2.6. Order number (APP PO number)
- 4.2.7. Date the services performed
- 4.2.8. Applicable payment terms
- 4.2.9. Material or Service description (Itemized)
- 4.2.10. Quantity delivered or performed
- 4.2.11. Line item unit of measure
- 4.2.12. Item price
- 4.2.13. Extended pricing
- 4.2.14. Taxes (as a separate invoice line item)
- 4.2.15. Mailing fees (if applicable)
- 4.2.16. Total invoice amount due

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

- 4.3.1. Materials or Services that have not been authorized on an acknowledged Order;
- 4.3.2. Expediting, overtime, premiums, or upcharges absent State's express prior approval; or
- 4.3.3. Materials or Services that are the subject of a Contract Amendment that has not been fully signed.

4.4. Submitting Invoices. Contractor shall submit an invoice to the ordering Eligible Agency or Co-Op Buyer using the form and/or process provided or required by the order ing Eligible Entity/Customer (Eligible Agency or Co-Op Buyer). Every invoice must be signed by Contractor's authorized representative and accompanied by all supporting information and documentation required by the Contract and applicable laws.

4.5. Defective Invoices. Without prejudice to its other rights under the Contract or further obligation to Contractor, the ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) may, at its discretion, reject any materially defective invoice.

- 4.5.1. The ordering Authorize Entity/Customer (Eligible Agency or Co-Op Buyer) shall notify the Contractor within 5 (five) business days after receipt if it determines an invoice to be materially defective.
- 4.5.2. Invoices will be deemed automatically rejected upon delivery if they:

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4.5.2.1. are sent to an incorrect address;

4.5.2.2. do not reference the correct State contract or APP Order number; or

4.5.2.3. are payable to any Person other than the Contractor.

4.5.3. The ordering Eligible Entity/Customer (Eligible Agency or Co-Op Buyer) will have no obligation to pay against a defective invoice unless and until Contractor has re-submitted it free of defects.

5. Payments

5.1. Payment. The applicable Eligible Agency or Co-Op Buyer shall pay undisputed amounts due to Contractor within the time period specified in Section 4.0 Costs and Payments of the Uniform Terms and Conditions

5.2. Joint checks or direct pay. Applicable Eligible Agency or Co-Op Buyer may, but is under no obligation to, pay by joint check or to pay directly to any Subcontractor or other creditor to whom any portion of Contractor's requested payment is owed.

5.3. Recovery of overpayment. If applicable, Eligible Agency or Co-Op Buyer determines that an over-payment has been made to Contractor on any prior invoice, it shall inform Contractor of the amount and date of the overpayment and may deduct the overpaid amount from amounts then or thereafter due to Contractor.

5.4. Payment to subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors within thirty (30) days of receipt of funds from applicable Eligible Agency or Co-Op Buyer applicable to their services.

5.5. Purchasing card. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders using a purchasing card. Any and all fees related to payment using a Purchasing Card are the responsibility of the Contractor. Unless otherwise stated in the Contract there will be no additional fees or increase in prices associated with this method of payment.

5.6. Automated clearing house. Applicable Eligible Agency or Co-Op Buyer may pay invoices for some or all Orders through an Automated Clearing House (ACH). In order to receive payments in this manner from Eligible Agencies, the Contractor must complete an ACH Vendor Authorization Form (form GAO-618) within 30 (thirty) days after the effective date of the Contract. The form is available online at: **https://gao.az.gov/afis/vendor-information**

6. Exhibits to the Pricing Document

See 'BPM004541 Solicitation Attachment 12 - Pricing Document'

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The Special Terms and Conditions modify the Uniform Terms and Conditions and its Appendices. It can modify them by replacing, deleting, appending to, or revising the text of an existing provision or by inserting a new paragraph into an existing article. No other document modifies or adds to the Uniform Terms and Conditions, except as may subsequently be otherwise and expressly agreed and incorporated by Contract Amendment.

1. Definition of Terms and Acronyms: As used in the Contract, the terms listed below are defined as follows:

   1.1. Acceptance: The document titled “Offer and Acceptance Form” bearing the State contract number once Procurement Officer has signed it to signify (1) State’s formal acceptance of the Accepted Offer and (2) the formation of the Contract. For clarity of intent, the foregoing is not to be confused with the term “acceptance” used throughout the Contract in the context of delivery, inspection, etc., with respect to Materials or Services.

   1.2. Accepted Offer:

      1.2.1. If State did not request a Revised Offer, then “Accepted Offer” means the Initial Offer.

      1.2.2. If State requested a Revised Offer but not a Best and Final Offer, then “Accepted Offer” means the latest Revised Offer.

      1.2.3. If State requested a Best and Final Offer, then “Accepted Offer” means the Best and Final Offer.

   1.3. Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) and Arizona Administrative Code (A.A.C.) are each defined in the Instructions to Offerors.

   1.4. Arizona Transaction Privilege Tax (TPT): For information, refer to the Arizona Department of Revenue (DOR) website at: https://www.azdor.gov/business/transactionprivilegetax.aspx

   1.5. Attachment. Any item that:

      1.5.1. The Solicitation required Offeror to submit as part of the Offer (e.g., Initial Offer, Revised Offer, or Best and Final Offer);

      1.5.2. Was attached to an Offer when submitted; and

      1.5.3. Was included in the Accepted Offer.

   1.6. Arizona Strategic Enterprise Technology Office (“ASET”). The Arizona Strategic Enterprise Technology (ASET) Office develops and executes the statewide information technology strategy, while also providing capabilities, services, and infrastructure to ensure the continuity of mission-critical and essential systems. In alignment with the strategic missions of state agencies, the goal of ASET is to transform Arizona into a nationwide leader of advanced IT strategies, methodologies, services, and business processes.

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1.7. Pricing Document. The Pricing Document Section of the Solicitation Requirements document of the Solicitation Documents, provided that, if there is no such Section in the Contract, then "Pricing Document" is to be construed as referring to whatever item in the Contract contains the contracted pricing and payment provisions.

1.8. Contract Amendment. A document signed by the Procurement Officer that has been issued for the purpose of making changes to the Contract after execution.

1.9. Contract Terms and Conditions. The Special Terms and Conditions and the Uniform Terms and Conditions taken collectively.

1.10. Contractor. The Person identified on the Accepted Offer who has entered into the Contract with the State.

1.11. Contractor Indemnitor. Contractor or any of its owners, officers, directors, agents, employees, or Subcontractors.

1.12. Co-Op Buyer. A member of the State Purchasing Cooperative that has entered into a "Cooperative Purchasing Agreement" with the Arizona Department of Administration State Procurement Office under A.R.S. §41-2632. Unless there is an applicable Cooperative Purchasing Agreement in effect at the time, a State Purchasing Cooperative member cannot be a Co-Op Buyer. For reference, "Co-Op Buyer" is to be construed as encompassing an "eligible procurement unit" under A.A.C. R2-7-101(23).

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, "non-profit organizations" are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under Section 501(c)(3) through 501(c)(6) of the tax code.

1.13. Communications Cabling Systems ("CCS"). All low voltage cabling including voice, data, video, and Internet of Things ("IoT") cabling infrastructure.

1.14. Eligible Agency.

1.14.1. If the Special Terms and Conditions indicate that the Contract is a "single-agency" contract, then "Eligible Agency" means the particular State of Arizona agency, university, commission, or board identified therein.

1.14.2. If the Special Terms and Conditions indicate that the Contract is a "statewide" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, or board.

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1.14.3. If the Special Terms and Conditions indicate that the Contract is a "statewide" and "cooperative" contract, then "Eligible Agency" means any State of Arizona department, agency, university, commission, board or any Co-Op Buyer.

1.15. Fire Stopping. The application of material, or combination of materials, to retain the integrity of time-rated construction by maintaining an effective barrier against the spread of flame, smoke, and gases. It shall be used in specific locations as follows:

- Duct, cables, Conduit, and piping penetrations through time-rated partitions or firewalls;
- Opening and penetrations in time-rated partitions or firewalls containing fire doors; and
- Locations where specifically shown on the drawings or where specified in other sections

1.16. Intermediate Distribution Frame communications closet ("IDF")

1.17. Indemnified Basic Claims. "Indemnified Basic Claims" means any and all claims, actions, liabilities, damages, losses, or expenses, including court costs, attorneys' fees, costs of claim processing, investigation and litigation for bodily injury or personal injury, including death, or loss or damage to any real or tangible or intangible personal property, collectively.

1.18. Instructions to Offerors. "Instructions to Offerors" means the Solicitation Instructions document of the Solicitation.

1.19. Main Distribution Frame communications closet ("MDF")

1.20. Order. The instrument by which the State authorizes a Contractor to perform some or all of the Work. Whether the Contract will have one Order or many Orders depends on the scope of the Contract and how the State will use it. The Special Terms and Conditions provide that information. Any of the following are construed as being an "Order":

1.20.1. "Release" or "Release Purchase Order: in The State's e-Procurement System;

1.20.2. "task order," "service order," or "job order" when a Release Purchase Order for Services has already been created in The State's e-Procurement System; or

1.20.3. "purchase order" for buying by Co-Op Buyers, if co-op buying applies

1.21. The State's e-Procurement System. The State's official electronic procurement system, established pursuant to A.A.C. R2-7-201 as set forth in the Arizona Department of Administration State Procurement Office policy document Technical Bulletin No. 020, The State's e-Procurement System–The Official State eProcurement System. Technical Bulletin No. 020 is available online at:

https://spo.az.gov/sites/default/files/documents/files/TB_020_APP_20181024.pdf

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1.22. State. With respect to the Contract generally, "State" means the State of Arizona and its department, agency, university, commission, or board that has executed the Contract. With respect to administration or rights, remedies, obligations and duties under the Contract for a given Order, "State" means each Eligible Agency or Co-Op Buyer who has issued the Order.

1.23. State Indemnitees. Collectively, the State of Arizona, its departments, agencies, universities, commissions, and boards and, and their respective officers, agents, and employees.

1.24. Subcontractor. A.R.S. §41-2503(38), which, for convenience of reference only, is "… a person who contracts to perform Work or render service to … [C]ontractor or to another [S]ubcontractor as a part of a contract with a state governmental unit . . ." The Contract is to be construed as "a contract with a state governmental unit" for purposes of the definition. For clarity of intent, a Person carrying out any element of the Work is a Subcontractor from the moment they first carry out that element of the Work regardless of whether or not a Subcontract exists then or subsequently.

1.25. Telecommunications carrier or provider ("Telco") or ("Telco Provider")

1.26. Work**.** The totality of the Materials and the Services and all the acts of administration, creation, production, and performance necessary to fulfill and incidental to fulfilling all of Contractor's obligations and duties under the Contract in conformance with the Contract and applicable laws.

2. Contract Interpretations

2.1. Usage. Where the Contract:

2.1.1. assigns obligations to Contractor, any reference to "Contractor" is to be construed to be a reference to the Contractor and all Subcontractors, whether they are first-tier subcontractors, sub-subcontractors, suppliers, sub-suppliers, consultants, or sub-consultants, as well as all of Contractor's and the Subcontractor's respective agents, representatives, and employees in every instance unless the context plainly requires that it is a reference only to Contractor as apart from Subcontractors.

2.1.2. uses the permissive "may" with respect to a party's actions, determinations, etc., the terms is to be interpreted as in A.A.C. R2-7-101(31) [*Definitions*]. For clarity of intent, any right given to State using "State may" or a like construction denotes discretion and freedom to act so far as any regulatory or operative constraints permit in the relevant circumstances, provided that: (a) where written "may, at its discretion," the discretion extends to whatever is most advantageous to State; and (b) where written only as "may," the discretion is constrained by 1. what is fair, reasonable, and as accommodating of the respective best interests of both parties as practicable under the circumstances;

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2.1.3. uses the imperative "shall" with respect to a party's actions, duties, etc., the term is to be interpreted as in A.A.C. R2-7-101(43) [*Definitions*]. Conversely, the phrase "shall not" is to be interpreted as an imperative prohibition.

2.1.4. uses the term "must" with respect to a requirement, criterion, etc., the term is to be interpreted as conveying compulsion or strict necessity, and is to be read as though written "*must, if [the subject] is to be entitled to have [the object] considered or credited as being compliant with, conforming to, or satisfying [the requirement, criterion, constraint, etc.], otherwise, [the object] will be considered or debited as being non-compliant, non-conforming, or unsatisfactory for its Contract-related purposes*" in every instance;

2.1.5. uses the term "might" with respect to an event, outcome, action, etc., the term is to be interpreted as conveying contingency or non-discretionary conditionality; and

2.1.6. uses the term "will" or the phrases "is to be" or "are to be" with respect to an event, outcome, action, etc., the term or phrase is to be interpreted as conveying such certainty or imperativeness that "shall" is either unnecessary or irrelevant in that instance.

2.2. Contract Order of Precedence

2.2.1. Complementary Documents. All of the documents forming the Contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the Work as though the relevant Work, requirements, obligations, or duties had been fully described in all, consistent with the other documents forming the Contract and as is reasonably inferable from them as being necessary to produce complete results.

2.2.2. Conflicts. In case of any inconsistency, conflict, or ambiguity among the documents forming the Contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

2.2.2.1. Contract Amendments;

2.2.2.2. The final Solicitation Documents, in the following order:

(1) Special Terms and Conditions;

(2) Exhibits to the Special Terms and Conditions;

(3) Uniform Terms and Conditions;

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(4) Scope of Work;

(5) Exhibits to the Scope of Work;

(6) Pricing Document;

(7) Exhibits to the Pricing Document;

(8) Specifications; and

(9) Any other documents referenced or included in the Solicitation;

2.2.2.3. Orders, in reverse chronological order; and

2.2.2.4. Accepted Offer.

2.2.3. Attachments and Exhibits. For clarity of intent, if an item was an Attachment in the Solicitation Documents or an Offer (either Initial, Revised, Best and Final, or Accepted) and was subsequently made into an Exhibit, or its content was incorporated into one of the other Contract documents, then that Attachment no longer exists contractually as an "Attachment" since it has at that point been made into some other Contract document. In every other case, an Attachment and the Offeror data therein remain part of the Accepted Offer for purposes of precedence and contractual effect.

2.3. Independent Contractor. Contractor is an independent contractor and shall act in an independent capacity in performance under the Contract. Neither party is or is to be construed as being the employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

2.4. Complete Integration. The Contract, including any documents incorporated into the Contract by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the Contract.

3. Contract Administration and Operation

3.1. Term of Contract. The term of the Contract will commence on the date indicated on the Acceptance and continue for three (3) years unless cancelled, terminated, or permissibly extended.

3.2. Contract Extensions. State may at its discretion extend the initial Contract term in increments of one or more years and do so one or more times, provided that the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

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3.3. Any project with estimated requirements greater than or equal to $10,000.00 must make a best effort to obtain a minimum of three quotations from Contractors awarded through this Solicitation.

3.4. Notices and Correspondence

3.4.1. To Contractor. State shall address all Contract correspondence other than formal notices to the email address indicated as “Default for Type” for “General Mailing Address” in Contractor’s corresponding State’s e-Procurement System Vendor Profile; and address any required notices to Contractor to the “Contact Name and Title” at the “Mailing Address” indicated on the Accepted Offer, as that address might have been amended during the term of the Contract.

3.4.2. To State. Contractor shall address all Contract correspondence other than format notices to the email address indicated in “Contact Instructions” in the The State’s e-Procurement System Summary for State; and address any required notices to State to the Procurement Officer identified as “Purchaser” in the State’s e-Procurement System Summary at the following mailing address:

Arizona Department of Administration
State Procurement Office
100 N 15th Avenue
Phoenix, AZ 85007

3.4.3. Changes. State may change the designated Procurement Officer, update contact information, or change the applicable mailing address.

3.5. Signing of Contract Amendments. Contractor’s counter-signature – or “approval” in The State’s e-Procurement System, in the case of an amendment, – is not required to give effect if the Contract Amendment only covers either:

3.5.1. extension of the term of the Contract within the maximum aggregate term;

3.5.2. revision to Procurement Officer appointment or contact information; or

3.5.3. 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 *(1)*, *(2)*, and *(3)* above, both parties’ signatures – or “approval” in The State’s e-Procurement System, in the case of an Amendment – are required to give it effect.

3.6. 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

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(each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of State do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the Contract. Accordingly, where an authorized State user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized State user is required to accept or be made subject to any terms and conditions in accessing or employing any Materials or Services, those terms and conditions will also be void.

3.7. Books and Records

3.7.1. Retain Records. By A.R.S. §41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to any cost and pricing data submitted in satisfaction of § 41-2543 for the period specified in the statute

3.7.2. Right To Audit. The retained books and records are subject to audit by State during that period. By A.R.S. §41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records relating to performance under the Contract for the period specified in the statute and those retained books and records are subject to audit by State during that period.

3.7.3. Auditing. Contractor or Subcontractor shall either make all such books and records under subparagraphs 3.6.1 and 3.6.2 available to State at all reasonable times or produce the records at a designated State office on State's demand, the choice of which being at State's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

3.8. Contractor Licenses. Contractor shall maintain current federal, state and local licenses and permits required for the operation of its business in general, for its operations under the Contract, and for the Work itself.

3.9. Inspection and Testing. By A.R.S. §41-2547, State may at reasonable times inspect the part of Contractors' or Subcontractors' plant 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. State may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are to 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, then Contractor will owe State reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing,

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as well as for any reinspection or retesting that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by State of those things.

3.10. Ownership of Intellectual Property

3.10.1. Rights In Work Product. 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, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

3.10.1.1. "Government Purpose Rights" are:

3.10.1.1.1. 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 State is a party;

3.10.1.1.2. the right to release or disclose that work product to third parties for any State government purpose; and

3.10.1.1.3. 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 State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

3.10.1.2. "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.

3.10.2. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.10.3. 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

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or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

3.10.3.1. any derivative works of such pre-existing material or elements thereof that are created pursuant to the Contract are part of that work product;

3.10.3.2. 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

3.10.3.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

3.10.4. Developments Outside Of Contract. Unless expressly stated otherwise in 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 State hereunder.

3.11. Subcontract

3.11.1. Initial list. At the time of Contract execution, Contractor's candidate Subcontractors were identified in Attachment Proposed Subcontractors to the Accepted Offer [Proposed Subcontractors]. Agreeing to them being included in the Accepted Offer signified Procurement Officer's advance consent for Contractor to enter into a Subcontract with each candidate, which Contractor shall do as promptly as necessary to ensure its ability to carry out the Work in a timely manner.

3.11.2. Additional names. Contractor shall not enter into a Subcontract without first obtaining Procurement Officer's written consent with any prospective Subcontractor that (a) was not listed on the Attachment Proposed Subcontractors at time of Contract execution or (b) is for any Materials or Services categories other than the ones for which they were previously consented. For either case (a) or (b), Contractor shall submit a written request sufficiently in advance of the need date for those materials or services so that performance under the Contract is not impaired. Procurement Officer may request any additional information he or she determines is necessary to assess the submittal, and may withhold consent pending it.

3.11.3. Flow-down. Contractor shall incorporate the provisions, terms, and conditions of the Contract into every Subcontract by inclusion or by reference, as appropriate. When making any post-execution consent requests, Contractor shall include its warrant that it will do the same for the pending Subcontracts covered by the request. Entering into Subcontracts will not relieve Contractor of any of its obligations or

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duties under the Contract, including, among other things, the duty to supervise and coordinate the work of Subcontractors. Nothing contained in any Subcontract will create or is to be construed as creating any contractual relationship between State and the Subcontractor.

3.12. Orders

3.12.1. Order Sufficiency. The Contract was awarded in accordance with the Arizona Procurement Code; the transactions and procedures required by the code for competitive source selection have been met. An Order issued that cites the correct State contract number will suffice to authorize the Contractor to provide the Materials and perform the Services covered by that Order.

3.12.2. Order Terms. All Orders are subject to the Contract Terms and Conditions; an Order cannot modify the Contract Terms and Conditions.

3.12.3. Orders Are Obligatory. Until the expiration or earlier termination of the Contract, State may issue and Contractor shall accept Orders that make proper reference to the Contract and are permissible hereunder, provided that, Contractor is not obliged to accept any Order that is not consistent with the then-current pricing, lead times, specifications, or payment provisions of the Contract. Contractor shall fulfill and complete any Orders that are begun but not yet completed as of expiration or earlier termination of the Contract unless State instructs otherwise at the time.

3.12.4. Special Case. In the special case where both the following conditions are true, Procurement Officer's signature on the Acceptance is Contractor's authorization to perform and therefore no Order is required: (a) the Contract is identified as being a "single-agency/single-project" contract and (b) the Contract was created in The State's e-Procurement System as something other than a "Master/ Blanket" type.

3.12.5. No Minimums Or Commitments. (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on Orders; (b) State makes no commitment of any kind concerning the quantity or monetary value of activity actually initiated or completed during the term of the Contract; (c) Contractor shall only deliver or perform as authorized by Orders; and (d) State is not limited as to the number of Orders it may issue for the Contract. For clarity of intent, the foregoing applies equally whether an Eligible Agency issues the Order or, if applicable, a Co-Op Buyer issues it.

3.12.6. Non-contracted Materials Or Services. Any attempt to knowingly represent for sales, marketing, or related purposes that goods or services not specifically awarded are under a State contract is a violation of the Contract and law.

3.13. Statewide Contract Provisions

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The Contract is a "statewide" contract for multiple purchases, projects, or assignments, and can be purchased against by some or all Eligible Agencies and any Co-Op Buyers that elect to participate. Even if only one Eligible Agency needs or elects to purchase against the Contract, it is to be construed as being a "statewide" contract hereunder.

The Contract is an indefinite delivery, indefinite quantity (ID/IQ) type of contract; it is to be construed as a "delivery order" sub-type of ID/IQ contract to the extent the Work is Materials, and a "task order" sub-type to the extent the Work is Services.

3.13.1. Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/programs/cooperative

3.13.2. Contractor shall sell to Co-Op Buyers at the same price and on the same lead times and other terms and conditions under which it sells to Eligible Agencies, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

3.13.3. Contractor shall pay State an administrative fee against all Contract sales to Co-Op Buyers, as provided for under A.R.S. § 41-2633. The fee rate is one (1%) percent. Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website:

https://spo.az.gov/suppliers/usage-reporting

3.13.4. Contractor shall submit to State a quarterly usage report documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle the State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/suppliers/usage-reporting

3.13.5. Contractor shall acknowledge each Order from Eligible Agencies within 1 (one) business day after receipt by either: (a) "approving" the Order electronically in The State's e-Procurement System, which will indicate Contractor's unqualified

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acceptance of the Order as-issued; or (b) "rejecting" the Order electronically in The State's e-Procurement System, with a concurrent explanation by email to relevant originator as to the reason for rejecting it. By way of reminder, the only grounds on which the Contractor may reject or refuse an Order are those set out in subparagraph 3.11.3 [*Orders are Obligatory*]. Unless and until Contractor has approved the Order in The State's e-Procurement System, it will have no effect under the Contract and will not oblige either State or Contractor. If the relevant Eligible Agency explicitly instructs at the time that a verbal acceptance is sufficient because of urgency or other unusual circumstances and Contractor duly gives its verbal acceptance, then Contractor will be deemed to have accepted the Order immediately upon commencing performance, provided that, Contractor must follow-up its verbal acceptance by accepting the Purchase Order electronically in The State's e-Procurement System within 3 (three) business days. Contractor shall thereafter be barred from subsequently rejecting the Order in The State's e-Procurement System and if it does so the rejection will be void.

3.13.6. Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

3.14. Multiple-Use Provisions. Eligible Agencies may issue Orders for Services in several forms, all of which become final and effective by a "Release Purchase Order" in The State's e-Procurement System. Orders issued by Co-Op Buyers will be in whatever form the Co-Op Buyer normally uses. Regardless of origin, Orders must cite the State contract number to be valid. State may, at its discretion in each instance, determine the scope, schedule, and price for each Order in any of the following ways:

3.14.1. By choosing some or all of the Materials or Services items covered by the Contract for which a price is established in the Pricing Document, then preparing an Order using those prices (e.g., filling out an order form), and sending it to the Contractor.

3.14.2. By instructing Contractor to provide a comprehensive proposal of item quantities, combinations, etc., or services hours, personnel, etc., for a defined scope using those established prices as a basis, then validating and negotiating the proposal with Contractor and issuing an Order if and when reaching agreement.

3.14.3. As described in (2) above but requesting the proposal from both Contractor and other vendors who are contracted within the applicable scope categories and locations, either sequentially or concurrently, then selecting the proposal or proposals combination that is most advantageous to State.

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3.14.4. As described in (3) above but introducing ad-hoc commercial competition by making the selection and ordering conditional on obtaining more favorable prices than the contractually-established ones.

3.15. Other Contractors. State may undertake with its own forces or award other contracts to the same or other vendors for additional or related work. In such cases, Contractor shall cooperate fully with State's employees and such other vendors and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, services, or records to State or the other vendors. Contractor shall not commit or permit any act that interferes with the State's or other vendors' performance of their work, provided that, State shall enforce the foregoing section equitably among all its vendors so as not to impose an unreasonable burden on any one of them.

3.16. Work on State Premises

3.16.1. Compliance With Rules. Contractor is responsible for ensuring that its personnel comply with State's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing Materials or performing Services on State's grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the Contract. Contractor is reminded that violation of the prohibition under A.R.S. § 13-1502 against possession of weapons on State's property by anyone for whom Contractor is responsible is a material breach of contract and grounds for termination for default.

3.16.2. Protection Of Grounds And Facilities. Contractor shall deliver or install the Materials and perform the Services without damaging any State grounds or facilities. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions State needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 of the Uniform Terms and Conditions [Right of Offset].

4. Costs and Payments

4.1. Payments

4.1.1. Payment Deadline. State shall make payments in compliance with Arizona Revised Statutes Titles 35 and 41. Unless and then only to the extent expressly stated

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otherwise in the Pricing Document, State shall make payment in full for Materials that have been delivered and accepted and Services that have been performed and accepted within the time specified in A.R.S. § 35-342 after both of the following become true: (a) all of the Materials being invoiced have been delivered or installed (as applicable) and accepted and all of the Services being invoiced have been performed and accepted; and (b) Contractor has provided a complete and accurate invoice in the form and manner called for in the Pricing Document, provided that, State will not make or be liable for any payments to Contractor until Contractor has registered properly in The State's e-Procurement System and provided a current IRS Form W-9 to State unless excused by law from providing one.

4.1.2. Payments Only To Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, State will only make payment to Contractor under the federal tax identifier indicated on the Accepted Offer.

4.2. Applicable Taxes

4.2.1. Contractor To Pay All Taxes. State is subject to Arizona TPT. Therefore, Arizona TPT applies to all sales under the Contract and Arizona TPT is Contractor's responsibility (as seller) to remit. Contractor's failure to collect Arizona TPT or any other applicable sales or use taxes from an Eligible Agency or Co-Op Buyer (as buyer) will not relieve the Contractor of any obligation to remit sales or use taxes that are due under the Contract or laws. Unless stated otherwise in the Pricing Document, all prices therein include Arizona TPT as well as every other manner of transaction privilege or sales/use tax that is due to a municipality or another state or its political subdivisions. Contractor shall pay all federal, state, and local taxes applicable to its operations and personnel.

4.2.2. Tax Indemnity. Contractor shall hold State harmless from any responsibility for taxes or contributions, including any applicable damages and interest, that are due to federal, state, and local authorities with respect to the Work and the Contract, as well as any related costs; the foregoing expressly includes Arizona TPT, unemployment compensation insurance, social security, and workers' compensation insurance.

5. Contract Changes

5.1. Contract Amendments: The Contract is issued for State under the authority of Procurement Officer. Only a Contract Amendment can modify the Contract, and then only if it does not change the Contract's general scope. Purported changes to the Contract by a person not expressly authorized by 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.

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5.2. Assignment and Delegation.

5.2.1. In Whole. Contractor shall not assign in whole its rights or delegate in whole its duties under the Contract without Procurement Officer's prior written consent, which consent Procurement Officer may withhold at his or her discretion. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving State satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when State first awarded it the Contract.

5.2.2. In Part. Subject to paragraph 3.10 [Subcontracts] with respect to subcontracting, Contractor may assign particular rights or delegate particular duties under the Contract, but shall obtain Procurement Officer's written consent before doing so. Procurement Officer shall not unreasonably withhold consent so long as the proposed assignment or delegation does not attempt to modify the Contract in any way or to alter or impair State's rights or remedies under the Contract or laws.

6. Risk and Liability

6.1. Risk of Loss. Contractor shall bear 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 accepted as conforming by State in the particular location and situation specified in the Order, or as specified generally elsewhere in the Contract if the Order does not provide particulars, provided that, risk of loss for nonconforming Materials will remain with Contractor notwithstanding acceptance to the extent the loss stems from the nonconformance.

6.2. Contractor Insurance

6.2.1. **Indemnification Clause**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule,

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regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

6.2.2. **Insurance Requirements**

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

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

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

6.2.3.1. Commercial General Liability (CGL) – Occurrence Form

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

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Damage to Rented Premises	$50,000
• Each Occurrence	$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with

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respect to liability arising out of the activities performed by or on behalf of the Contractor.

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

6.2.3.2. Business Automobile Liability

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

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

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

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

6.2.3.3. Workers’ Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
o Each Accident	$1,000,000
o Disease – Each Employee	$1,000,000
o Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities,

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officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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

6.2.3.4. Professional Liability (Errors and Omissions Liability)

Each Claim	$2,000,000
Annual Aggregate	$4,000,000

a. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, the Contractor warrants that any retroactive date under the Policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
b. The Policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract

6.2.3.5. Additional Insurance Requirements

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

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

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

6.2.3.6. 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

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to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

6.2.3.7. **Acceptability of Insurers**

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

6.2.3.8. **Verification of Coverage**

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

6.2.3.8.1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

6.2.3.8.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

6.2.3.8.3. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require

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complete copies of all insurance policies required by this Contract at any time.

6.2.3.9. Subcontractors

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

6.2.3.10. Approval and Modifications

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

6.2.3.11. Exceptions

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

6.3. Patent and Copyright Indemnification.

CONTRACTOR/VENDOR (NOT PUBLIC AGENCY). With respect to Materials or Services provided or proposed by a Contractor Indemnitor for performance under the Contract, Contractor shall indemnify, defend and hold harmless State Indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the Materials and the Services. With respect to the defense and payment of claims under this subparagraph:

6.3.1. State shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;

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6.3.2. Contractor, with reasonable consultation from State, shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;

6.3.3. State may elect to participate in such action at its own expense; and

6.3.4. State may approve or disapprove any settlement or compromise, provided that, (i) State shall not unreasonably withhold or delay such approval or disapproval and (ii) State shall cooperate in the defense and in any related settlement negotiations.

If Contractor is a public agency, this paragraph 6.4 does not apply.

6.4. Force Majeure

6.4.1. Definition. For this paragraph, “force majeure” means an occurrence that is

6.4.1.1. beyond the control of the affected party,

6.4.1.2. occurred without the party’s fault or negligence, and

6.4.1.3. something the party was unable to prevent by exercising reasonable diligence. Without limiting the generality of the foregoing, force majeure expressly includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, failures or refusals to act by government authorities, and, subject to paragraph 7.6 [Performance in Public Health Emergency], declared public health emergencies. Force majeure expressly does not include late delivery caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, late performance by a Subcontractor unless the delay arises out of an occurrence of force majeure, or inability of either Contractor or any Subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.

6.4.2. Relief From Performance. Except of sums due, the parties are not liable to each other if an occurrence of force majeure prevents its performance under the Contract. If either party is delayed at any time in the progress of their respective performance under the Contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is

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able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties shall extend the time of completion by Contract Amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

6.4.3. Excusable Delay Is Not Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

6.4.4. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party's default unrelated to the occurrence, in which case and to that extent the other party's normal remedies and the affected party's obligations would apply undiminished.

7. Warranties

7.1. Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until State's acceptance.

7.2. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.3. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

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7.4. Licenses and Permits Contractor warrants that it will maintain all licenses required under paragraph 3.7 [Contractor Licenses] and all required permits valid and in force.

7.5. Operational Continuity Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5 [Assignment and Delegation] that expressly recognizes the event.

7.6. Performance in Public Health Emergency Contractor warrants that it will:

7.6.1. have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:

7.6.1.1. identification of response personnel by name;

7.6.1.2. key succession and performance responses in the event of sudden and significant decrease in workforce; and

7.6.1.3. alternative avenues to keep sufficient product on hand or in the supply chain;

7.6.2. provide a copy of its current plan to State within 3 (three) business days after State's written request. If Contractor claims relief under paragraph 6.5 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

7.6.3. A request from the State related to this Section does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan .

7.6.4. Failure to have or implement an appropriate plan will be a material breach of contract.

7.7. Lobbying

7.7.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential

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conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with (a) above. Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.7.2. Exception. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.8. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

8. This section intentionally left blank.

9. This section intentionally left blank.

10. This section intentionally left blank.

11. **General Provisions for Materials**

11.1. **Applicability.** Article 11 applies to the extent the Work is or includes Materials.

11.2. **Off-Contract Materials.** Contractor shall ensure that the design and/or procedures for the Materials ordering method prevents Orders for off-contract items or excluded items. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded item ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, return any such items under subparagraph 11.17 or cancel any such Order under subparagraph 11.18, in either case being without obligation and at Contractor's expense. As used above, "off-contract item" refers to any product not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded item" refers to any product expressly stated in the Contract as being excluded from the Contract.

11.3. **Compensation for Late Deliveries.** Contractor shall have clear, published policies in place regarding late delivery, order cancelation, discounts, or rebates given to compensate for late deliveries, etc., and make them readily available to those Eligible Agencies, and Co-Op Buyers if applicable, that are likely to need them.

11.4. **Indicate Shipping Costs on Order.** Contractor shall identify and provide the required substantiating documentation for the amount it intends to add for shipping in the Order acknowledgment if shipping is additional to the contracted price or rate for an item; otherwise, Contractor shall indicate that shipping is included in the Order price (in other words, every Order must indicate clearly whether or not shipping is included in the Order price, and if not included, how much is to be added and why that amount is the correct or appropriate one)

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11.5. **Current Products.** Contractor shall keep all products being offered under the Contract: (a) in current and ongoing production; (b) in its advertised product lines; (c) as models or types that are actively functioning in other paying customer environments; and (d) in conformance to the requirements of the Contract.

11.6. **Maintain Comprehensive Selection.** Contractor shall provide at all times the comprehensive selection of products for which a price is established in the Commercial Document for ordering by Eligible Agencies, and Co-Op Buyers if applicable.

11.7. **Additional Products.** State, at its discretion, may modify the scope of the Contract by Contract Amendment to include additional products or product categories so long as they are within the general scope of the ones originally covered by the Contract. Once the Contract Amendment has been fully executed, Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. Either party may make the request to add products to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional products, but State may elect not to add some or all of the products in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include: (a) documentation demonstrating that the additional products meet or exceed the specifications for the original products while remaining in the same product groups as the original ones; and (b) documentation demonstrating that the proposed price for the additional products is both fair and reasonable and at the same level of discount relative to market price as were the original ones. Demonstration of *(b)* typically requires showing how prices at which sales are currently or were last made to a significant number of buyers compare to the prices or discounts (as applicable) being proposed for the additional products.

11.8. **Discontinued Products** If a product or groups of products covered by the Contract are discontinued by the manufacturer, Contractor shall notify State within 5 (five) business days after receiving the manufacturer's notification. State, at its discretion, will either allow Contractor to provide substitutes for the discontinued products or delete the products from the scope of the Contract, both of which will be accomplished by Contract Amendment. Contractor shall then update all applicable catalogs and price lists and make them available to all affected entities at no additional cost. The parties shall negotiate in good faith a fair price for any substitute product, but State may elect to delete the products from the scope of the Contract if no agreement is reached on substitute pricing in a timely manner. When notifying State of the discontinuance, Contractor shall provide: (a) manufacturer's announcement or documentation stating that the products have been discontinued, with identification by model/part number; (b) documentation demonstrating that the substitute products meet or exceed the specifications for the discontinued products while remaining in the same product groups as were the discontinued ones; and (c) documentation demonstrating that the proposed price for the substitute products is both fair and reasonable and at the same level of discount relative to market price as were the discontinued ones.

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11.9. **Forced Substitutes.** Forced substitutions will not be permitted; Contractor shall obtain State's prior written consent before making any discretionary substitution for any product covered by the Contract.

11.10. **Recalls.** In the event of a recall notice, technical service bulletin, or other important notification affecting a product offered under the Contract (collectively, "recalls" hereinafter), Contractor shall send timely notice to State for each applicable Order referencing the affected Order and product. Notwithstanding whatever protection Contractor might have under A.R.S. §12-684 with respect to a manufacturer, Contractor shall handle recalls entirely and without obligation on State's part, other than to permit removal of installed products, retrieval of stored products, etc., as necessary to implement the recall.

11.11. **Delivery**

11.11.1. PRICING. Unless stated otherwise in the Purchase Order, all Materials prices set forth therein are Free Carrier (FCA seller's dock) Incoterms®2010, with "seller's dock" meaning the last place of manufacturing, assembly, integration, final packing, or warehousing before departure to designated point of delivery to State. For reference, the foregoing is to be construed as equivalent to "F.O.B. Origin, Contractor's Facility" under FAR 52.247-30.

11.11.2. LIABILITY. Unless stated otherwise in the Purchase Order, Contractor's liability for all Materials is Delivered Duty Paid (DDP) (State-designated receiving point per Order) Incoterms®2010, but with unloading at destination included. For reference, the foregoing is to be construed as equivalent to "F.o.b. Destination, Within Consignee's Premises" under FAR 52.247-35.

11.11.3. PAYMENT. Unless stated otherwise in the Purchase Order, State shall reimburse Contractor the costs of the difference between DDP (State-designated receiving point per Order) and FCA (seller's dock) with no mark-up, which Contractor shall itemize and invoice separately.

11.12. **Delivery Time.** Unless stated otherwise in the Purchase Order, Contractor shall make delivery within 2 (two) business days after receiving each Order.

11.13. **Delivery Locations.** Contractor shall offer deliveries to every location served under the scope of the Contract, specifically

11.13.1. if the Contract is for a single State agency in a single area, then Contractor shall deliver to any agency location in that area;

11.13.2. if the Contract is for a single State agency in all its locations, then Contractor shall deliver to any of that agency's location in Arizona;

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11.13.3. if the Contract is for statewide use but excludes certain areas, then Contractor shall deliver to any Eligible Agency or Co-Op Buyer location that is not in the excluded areas; and

11.13.4. if the Contract is for unrestricted statewide use, then:

11.13.4.1. Contractor shall deliver to any Eligible Agency or Co-Op Buyer anywhere in Arizona;

11.13.4.2. if a prospective Co-Op Buyer outside Arizona wishes to order against the Contract, Contractor agrees to negotiate in good faith any fair and reasonable price or lead time adjustments necessary to serve that location if practicable to do so within the scope of its normal business; and,

11.13.4.3. if the Purchase Order indicates defined delivery areas and prices, those always apply unless the Order expressly states otherwise and Contractor accepts it.

11.14. **Conditions at Delivery Location.** Contractor shall verify receiving hours and conditions (i.e. height/weight restrictions, access control, etc.) with the relevant purchaser for the receiving site before scheduling or making a delivery. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the verification or comply with the applicable conditions. Contractor shall make each delivery to the specific location indicated in the Order, which Contractor acknowledges might be inside an industrial building, institutional building, low-rise office building, or high-rise office building instead of a normal receiving dock. Contractor might be required to make deliveries to locations inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required for each delivery and driver individually. Contractor shall contact each such facility directly to confirm its most-current security clearance procedures, allowable hours for deliveries, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late delivery if Contractor has failed to make the confirmation or comply with the applicable conditions.

11.15. **Materials Acceptance.** State has the right to make acceptance of Materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. State may apply as acceptance criteria conformity to the Contract, workmanship and quality, correctness of constituent materials, and any other matter for which the Contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected Materials from the delivery location, or from any immediate environs to which it might have been reasonably necessary to move it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. State will not owe Contractor any payment for rejected Materials, and State may, at its discretion, withhold or make partial

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payment for any rejected Materials that have been returned to Contractor in those instances where State has agreed to permit repair instead of demanding replacement.

11.16. **Correcting Defects.** Contractor shall, at no additional cost and without entitlement to extension of any delivery deadline or specified time for performance, remove or exchange and replace any defective or non-conforming delivered or installed Materials

11.16.1. Contractor shall be solely responsible for the cost of any associated cutting and patching, temporary protection measures, packing and crating, hoisting and loading, transportation, unpacking, inspection, repacking, reshipping, and reinstallation if installation is within the scope of the Contract.

11.16.2. If Contractor fails to do so in a timely manner, State will be entitled to exercise its remedies under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

11.16.3. Whether State will permit Contractor to repair in place or demands that Contractor remove and replace is at State's discretion in each instance, provided that, State shall not apply that discretion punitively if repair in place is practicable and doing so would not create safety hazards, put property at risk, unreasonably interfere with operations, create public nuisance, or give rise to any other reasonable concern on State's part.

11.17. **Returns.** State may, at its discretion, return for full credit and with no restocking charges any delivered. Materials unused in the original packaging, including any instruction manuals or other incidental item that accompanied the original shipment, within thirty (30) days after receipt. If State elects to return delivered Materials, then State shall pay all freight, delivery, and transit insurance costs to return the products to the place from which Contractor shipped them, provided that, if State returns delivered Materials because they are defective or non-conforming or for any other reason having to do with Contractor fault or error, then State will not be responsible for paying freight, delivery, or transit insurance costs to return the products and may, at its discretion, either have those billed directly to Contractor or offset them under paragraph 8.5 [*Right of Offset*] of the Uniform Terms and Conditions.

11.18. **Order Cancellations.** State may cancel Orders within a reasonable period after issuance and at its discretion. The same method as that used for ordering will be used for cancellation. If State cancels an Order, then State shall:

11.18.1. pay Contractor for any portion of the Materials and Services from that Order that have been properly delivered or performed as of the cancellation effective date plus one (1) additional business day.

11.18.2. reimburse Contractor for:

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11.18.2.1. its actual, documented costs incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day;

11.18.2.2. the cost of any obligations it incurred in fulfilling the Order up to the cancellation effective date plus one (1) additional business day that demonstrably cannot be canceled, or that have pre-established cancelation penalties specified in the relevant Subcontracts, to the extent the penalties are reasonable and customary for the work in question; and,

11.18.2.3. Contractor shall not charge or be entitled to charge State for any new costs it incurs after receiving the cancellation notice. By way of reminder, State is not liable for any products that were produced, shipped, or delivered or any services that were performed before Contractor had acknowledged the corresponding Order

11.19. **Product Safety.** Materials as-shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, State 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.

11.20. **Hazardous Materials.** Contractor shall timely provide State with any "Safety Data Sheets" (SDS) and any other hazard communication documentation required under the US Department of Labor's Occupational Safety and Health Administration (OSHA) "Hazard Communication Standard" (often referred to as the "HazCom 2012 Final Rule") that is reasonably necessary for State to comply with regulations when it or its other contractors install, handle, operate, repair, maintain or remove any Materials. Note that, in the past, those documents might have been referred to as "Material Safety Data Sheets" or "Product Safety Data Sheets", but State (and this Contract) use only the more up-to-date "SDS" reference. Contractor shall ensure that all its relevant personnel understand the nature of and hazards associated with, to the extent it they are Contractor's responsibility under the Contract, the design, shipping, handling, delivery, installation, repair and maintenance of any portion of the Work that is, contains or will become upon use a hazardous material, with "hazardous material" being any material or substance that is: (1) identified now or in the future as being hazardous, toxic or dangerous under applicable laws; or (2) subject to statutory or regulatory requirement governing special handling, disposal or cleanup.

12. General Provisions for Services

12.1. **Applicability.** Article 12 applies to the extent the Work is or includes Services.

12.2. **Comprehensive Services.** Contractor shall provide the comprehensive range of services for which a price is established Offering in the Pricing Document for ordering by Eligible Agencies and Co-Op Buyers, if co-op buying applies.

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12.3. **Additional Services.** State at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but State may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to State's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones.

12.4. **Off-Contract Services.** Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that State might have its own internal administrative rules regarding off-contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. State may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.

12.5. **Removal of Personnel.** Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, State may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from State's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.

12.6. **Transitions.** During commencement, Contractor shall attend transition meetings with any outgoing vendors to coordinate and ease the transition so that the effect on State's operations is kept to a minimum. State may elect to have outgoing vendors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, State 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) vendor and State to ensure as smooth and complete a transfer as is practicable. State's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming vendor. As with the incoming transition, State may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.

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12.7. **Accuracy of Work.** Contractor is responsible for the accuracy of the Services, and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by State will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.

12.8. **Requirements at Services.** Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. State will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.

12.9. **Services Acceptance.** State has the right to make acceptance of Services subject to acceptance criteria. State may apply acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. State will not owe Contractor any payment for unaccepted Services; and State 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 State's rejection.

12.10. **Corrective Action Required.** Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.

12.10.1. Contractor shall provide to State a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).

12.10.2. State may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections State instructs and adopt State's recommendations so far as is commercially practicable, provided that State may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.

12.10.3. Contractor shall take the necessary action(s) to avoid any like failure in the future if doing so is appropriate and practicable under the circumstances

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13. **Data and Information Handling**

13.1. **Applicability.** Article 13 applies to the extent the Work includes handling of any (1) State's proprietary and sensitive data or (2) confidential or access-restricted information obtained from State or from others at State's behest.

13.2. **Data Protection and Confidentiality of Information.** Contractor warrants that it will establish and maintain procedures and controls acceptable to State for ensuring that State's proprietary and sensitive data is protected from unauthorized access and information obtained from State 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 Contractor by State, or prepared by others for State are proprietary to State, and all information by those same avenues is State's confidential information. To comply with the foregoing warrant:

13.2.1. Contractor shall: (a) notify State immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with State to identify the source or cause and respond to each unauthorized access or inappropriate disclosure; and (c) notify State promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

13.2.2. Contractor shall not: (a) 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 State has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to State's designated representative.

13.3. **Personally Identifiable Information** Without limiting the generality of paragraph 13.2, Contractor warrants that it will protect any personally identifiable information ("PII") belonging to State's employees or other contractors or members of the general public that it receives from State or otherwise acquires in its performance under the Contract. For purposes of this paragraph:

13.3.1. PII has the meaning given in the [federal] Office of Management and Budget (OMB) *Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information, January 3, 2017*; and

13.3.2. "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*.

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NOTE (1): For convenience of reference only, the OMB memorandum is available at:

https://dpcld.defense.gov/Privacy/Authorities-and-Guidance/

NOTE (2): For convenience of reference only, the GSA directive is available at:

https://www.gsa.gov/directive/gsa-rules-of-behavior-for-handling-personally-identifiable-information-(pii)-

13.4. **Protected Health Information** Contractor warrants that, to the extent performance under 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:

13.4.1. is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State's current and published PHI/ePHI privacy and security policies and procedures;

13.4.2. will cooperate with State in the course of performing under the Contract so that both State and Contractor stay in compliance with the requirements in *(1)* above; and

13.4.3. will sign any documents that are reasonably necessary to keep both State and Contractor in compliance with the requirements in *(1)* above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.

NOTE: For convenience of reference only, the Privacy Rule is available at:

http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

14. Information Technology Work

14.1. **Applicability** Article 14 applies to any Invitation for Bids, Request for Proposals, or Request for Quotations for "Information Technology," as defined In A.R.S. §18-101 -6 "…all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects," if and to the extent that the Work is or includes Information Technology.

14.2. **Background Checks** Each Contractor's personnel who is an applicant for an information technology position must undergo the security clearance and background check procedure, which includes fingerprinting, as required by A.R.S. §41-710. Contractor shall obtain and

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pay for the security clearance and background check. Contractor personnel who will have administrator privileges on a State network must additionally provide identity and address verification and undergo State-specified training for unescorted access, confidentiality, privacy, and data security

14.3. **Information Access**

14.3.1. SYSTEM MEASURES. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting State's proprietary data or confidential information.

14.3.2. INDIVIDUAL MEASURES. Contractor personnel shall comply with applicable State policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access identifications (IDs) and passwords. Contractor is responsible to State for ensuring that any State access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request, provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.

14.3.3. ACCESS CONTROL. Contractor is responsible to State for ensuring that hardware, software, data, information, and that has been provided by State or belongs to or is in the custody of State and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. State may restrict access of Contractor personnel, or instruct Contractor to restrict their access, if in its determination the requirements of this subparagraph are not being met.

14.4. **Pass-Through Indemnity**

14.4.1. INDEMNITY FROM THIRD PARTY. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to State such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with State in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify State Indemnitees to the extent and degree, Contractor is required to do by the Uniform Terms and Conditions, then

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Contractor shall indemnify, defend and hold harmless State Indemnitees to the extent the Pass-Through Indemnity does not.

14.4.2. NOTIFY OF CLAIMS. State shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from State, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:

14.4.2.1. State reserves the right to elect to participate in the action at its own expense;

14.4.2.2. State reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and

14.4.2.3. State shall in any case cooperate in the defense and any related settlement negotiations.

14.5. **Systems and Controls** In consideration for State having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that State funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

14.6. **Redress of Infringement**

14.6.1. REPLACE, LICENSE, OR MODIFY. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing, on any third party's intellectual property rights, then Contractor shall, at its sole cost and expense and in consultation with State, either:

14.6.1.1. replace any infringing items with non-infringing ones;

14.6.1.2. obtain for State the right to continue using the infringing items; or

14.6.1.3. modify the infringing items so that they become non-infringing, so long as they continue to function as specified following the modification.

14.6.2. CANCELLATION OPTION. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, State may cancel the relevant Order or terminate the Contract, and Contractor shall take back the infringing items. If State does cancel the Order or terminate the Contract, Contractor shall refund to State:

14.6.2.1. for any software created for State under the Contract, the amount State paid to Contactor for creating it;

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14.6.2.2. for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and

14.6.2.3. for Services, the amount paid by State or an amount equal to 12 (twelve) months of charges, whichever is less.

14.6.3. EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a State Indemnitee:

14.6.3.1. modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;

14.6.3.2. operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or

14.6.3.3. combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

14.7. **First Party Liability Limitation**

14.7.1. LIMIT. Subject to the provisos that follow below and unless stated otherwise in the Special Terms and Conditions, State's and Contractor's respective first party liability arising from or related to the Contract is limited to the greater of $1,000,000 (one million dollars) or 3 (three) times the purchase price of the specific Materials or Services giving rise to the claim.

14.7.2. PROVISOS. This paragraph limits liability for first party direct, indirect, incidental, special, punitive, and consequential damages relating to the Work regardless of the legal theory under which the liability is asserted. This paragraph does not limit liability arising from any:

14.7.2.1. Indemnified Claim against which Contractor has indemnified State Indemnitees under paragraph 6.3;

14.7.2.2. claim against which Contractor has indemnified State Indemnitees under paragraph 6.4; or

14.7.2.3. provision of the Contract calling for liquidated damages or specifying amounts or percentages as being at-risk or subject to deduction for performance deficiencies.

14.7.3. PURCHASE PRICE DETERMINATION. If the Contract is for a single-agency and a single Order (or if no Order applies), then "purchase price" in Subparagraph 14.7.1 above means the aggregate Contract price current at the time of Contract expiration or earlier termination, including all Contract Amendments having an effect on the aggregate price through that date. In all

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other cases, “purchase price” above means the total price of the Order for the specific equipment, software, or services giving rise to the claim, and therefore a separate limit will apply to each Order.

14.7.4. NO EFFECT ON INSURANCE. This paragraph does not modify the required coverage limits, terms, and conditions of, or any insured’s ability to claim against any insurance that Contractor is required by the Contract to provide, and Contractor shall obtain express endorsements that it does not.

14.8. **Information Technology Warranty**

14.8.1. SPECIFIED DESIGN. Where the Scope of Work for information technology, Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:

14.8.1.1. modified or altered by anyone not authorized by Contractor to do so;

14.8.1.2. maintained in a way inconsistent to any applicable manufacturer recommendations; or

14.8.1.3. operated in a manner not within its intended use or environment.

14.8.2. COTS SOFTWARE. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:

14.8.2.1. to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;

14.8.2.2. the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and

14.8.2.3. it will provide a new or clean install of any COTS software that State has reason to believe contains harmful code.

14.8.3. PAYMENT HAS NO EFFECT. The warranties in this paragraph are not affected by State’s inspection, testing, or payment.

14.9. **Specific Remedies.** Unless expressly stated otherwise elsewhere in the Contract, State’s remedy for breach of warranty under paragraph 14.8 includes, at State’s discretion, re-performance, repair, replacement, or refund of any amounts paid by State for the nonconforming Work, plus (in every case) Contractor’s payment of State’s additional, documented, and reasonable costs to procure materials or services equivalent in function,

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capability, and performance that was first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the forgoing options can reasonably be effected, or if the use of the materials by State is made impractical by the nonconformance, then State may seek any remedy available to it under law.

14.10. **Section 508 Compliance.** Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. §18-131 and §18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

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1. Definition of Terms: As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

   1.1. “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.

   1.2. “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

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

   1.4. “Contractor” means any person who has a Contract with the State.

   1.5. “Days” means calendar days unless otherwise specified.

   1.6. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

   1.7. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

   1.8. “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

   1.9. “Procurement Officer” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

   1.10. “Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

   1.11. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

   1.12. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.

   1.13. “State Fiscal Year” means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

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2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

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3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the

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express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

3.11. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

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

4.3. Applicable Taxes

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations

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and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract,

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

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6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

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

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

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7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12- 529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.2.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.3. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or

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services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38- 511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports

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prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Phoenix, Arizona, 85007.

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	Exhibit 1 of Pricing Document: Pricing Sheet **Request for Proposal** **Solicitation No. BPM004541** **Communications Cabling Systems**	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

Please utilize ***BPM004541 Solicitation Attachment 12 - Pricing Document*** to submit Pricing

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	Experience and Capacity Questionnaire **Solicitation No. BPM004541** **Communications Cabling Systems**	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

STATE MAY DETERMINE YOUR PROPOSAL IS NON-RESPONSIVE IF YOU DO NOT ANSWER ALL QUESTIONS FULLY.

The Offeror shall provide a narrative response to each question that demonstrates their understanding of the Scope of Work requirements and describes your company's overall method of approach for providing the service stated in this solicitation. If there is a question that is not applicable to the services required by the Scope of Work, you may mark it N/A.

Experience and Capacity Questions:

Question 1: Company Profile

The Offeror must include a narrative description of its organization. The narrative must include the following:

1.1 Brief overview of business operations, with an emphasis on experience in regards to the scope of work.

1.2 Date established;

1.3 Ownership (public, partnership, subsidiary, etc.);

1.4 Location in which the Offeror is incorporated;

1.5 Address of "Main Office" (e.g. Corporate Headquarters and any satellite offices responsible for performance of proposed tasks;

1.6 Offeror's organizational chart relevant to the Contract, specifically identifying the key point of contact for all questions related to the submitted offer.

1.7 Full disclosure of any potential conflict of interest between the Offeror and any State employee who functions or has responsibilities in the review or approval of the undertaking or carrying out of the Contract;

1.8 A Statement of whether, in the last five (5) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details and current status;

1.9 A Statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP;

1.10 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation that may have a material impact on Offeror's ability to deliver the contracted services;

1.11 A Statement documenting all open or pending litigation initiated by Offeror or where Offeror is a defendant or party in any litigation with a Public sector client;

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1.12 Full disclosure of any Public Sector contracts terminated for cause or convenience in the past five (5) years; and,

1.13 Full disclosure of any criminal or civil offense.

1.14 Offeror shall provide evidence of any Arizona required business license to provide these services.

1.15 Offeror shall provide copies of any professional or industry certifications that represent the services detailed in this RFP.

Offeror Response:

1.1

Aspen Technologies is one of the state's premier infrastructure cabling contractors. With over 130 technicians in the field and corporate certifications for all of the major manufacturers, we are prepared to deliver our services to the State of Arizona for many years to come. Directly to the question regarding call center personnel and services, we provided our clients with infrastructure and do not provide second tier employment.

1.2

Aspen Technologies was established in 1991 and then purchased into its current ownership group in 2005.

1.3

Aspen Technologies is a dba of Level 7 Technologies LLC — an LLC corporation privately held by one individual.

1.4

Aspen Technologies is incorporated in and located in Arizona.

1.5

Aspen Technologies corporate office is located at 570 W Southern Ave, Tempe, AZ 85282.

1.6 Aspen Technologies org chart will be attached in our supplemental documentation and will identify Avery Aragaki and Raul Dayao who report directly to the ownership. They are responsible for this contract and its response.

1.7

There is no potential conflict of interest between Aspen Technologies and any State employee related to this contract.

1.8

Aspen Technologies has not filed any bankruptcy or insolvency proceeding in the history of the organization.

1.9

There are no pending SEC investigations involving Aspen Technologies.

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1.10

There are no active or pending litigation involving Aspen Technologies.

1.11

There are no active or pending litigation involving Aspen Technologies with a public sector client.

1.12

There are no public sector contracts terminated for cause or convenience in the history of Aspen Technologies.

1.13 There are no criminal or civil offenses in the history of Aspen Technologies.

1.14

Aspen Technologies has a K67 license with the Arizona Registrar of Contractors - #244588 and copy of the license will be attached in our supplemental documentation.

1.15

Aspen Technologies holds corporate certifications with the leading manufacturers of the communication cabling industry. We are certified to provide extended warranties for all of the products listed in the pricing section.

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Question 2: Company Experience

A. What market(s) are your current clients primarily in?

B. What experience do you have serving clients in Business Markets within the State of Arizona?

C. What is the range in size of your current clients?

D. Utilizing Attachment 10 (*BPM004541 Solicitation Attachment 10 – References*) provide at least three (3) examples that exhibit your experience with different types and sizes of Communications Cabling Systems-related goods/services for clients? Preferably one example should be a Public Sector client.

E. How long have you provided goods/services to your longest tenured client?

F. Why did your last three former clients cancel their contracts?

G. With what relevant trade and/or professional associations are you involved? How does this participation give you an advantage over your competition?

Offeror Response:

A. Aspen Technologies provides structured cabling statewide in Arizona and the surrounding Southwest United States. Communication cabling as the backbone for any organization spans the entire range of vertical markets as well.

B. Ci9•, State and Federal contracting are all encompassed by Aspen Technologies. Whether it be the courthouse in Surprise, the office of Arizona State Retirement Semices, Banner Health, Microsoft, AZ Cardinals Stadium or the new F3s Hangar at Luke Air Force Base, Aspen has done it all.

C. From multiple thousand seat call centers to small remote offices, Aspen Technologies has provided the Arizona market with premier communications cabling for over 30 years. From single workstation service tickets to the 3 million dollar project at VA Hospital there is no project too small or too large for our organization.

D. We don't consider our references as case studies, but successful relationships. Feel free to contact any of the references identified in this response.

E. Aspen Technologies still provides services to the client base of our origin — over 30 years ago.

F. Aspen Technologies has not had a contract cancelled by any former clients.

G. The communication cabling industry has one major trade association — BICSI. We have two (2) BICSI RCDDs on staff. Having that many Registered Communication Distribution Designers on staff provides the professional oversight to all of our business practices. The ever changing world of technology is brought front and center in the association's annual conference where continuing education is available and introduction to the latest advancements in the industry.

BICSI_RCCD WA.pdf Schenider TJ.pdf BICSI TJ.pdf

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Question 3: Financial/Accounting Information

Offeror must provide evidence of financial stability and capability to fund all costs associated with providing the services throughout the term of the Contract. The latest two (2) years audited annual financial statements including Total Revenue, Net Income, and Total Assets must be submitted with the Offeror's proposal. If audited financial data is unavailable, explain in full the reason, and provide the latest non-audited financial information to include Balance Sheet, Income Statement, as well as Statements of Cash flows and Change in Financial Position. Include information to attest to the accuracy of the information provided.

Offeror shall provide information regarding any irregularities that were discovered in any accounts maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

Offeror Response:

Aspen Technologies' financial strength is best represented by the three attachments included in our supplemental documentation. Our financials, bank letter of confidence and a letter from our bonding company. We are proud of our success and our ability to meet your needs for years to come.

Consolidated BS & IS YTD 12-31-20 Final.xl

Issued Financial Statements - 12 31 21

Question 4: Proposed Project Members and Organization

Utilize Attachment 5 (*BPM004541 Solicitation Attachment 5 - Key Personnel*) to identify Key Personnel to be utilized to perform services within a resultant contract.

In addition, also state the Members related experience with large local, state or federal government agencies.

Offeror Response:

Aspen Technologies is proud to present Fabian Jauregui, William Alms and Mike Tavoletti as the key personnel.

Org Chart.pdf

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Question 5: Subcontractors

Utilize Attachment 8 (*BPM004541 Solicitation Attachment 8 - Proposed Subcontractors*) to identify Proposed Subcontractors to be utilized to perform services within a resultant contract.

Offeror Response:

Aspen Technologies does not see any requirement to utilize subcontractors in the performance of the scope of work identified in the contract.

Question 6: Submit copies of all applicable certificates and licenses that support Offeror's ability to provide the related goods/services being proposed.

Offeror Response:

Attachment

Manufacturers Certifications.pdf

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Attachment 12: BAFO Pricing Document

Materials	Offeror Name: Level 7 Technologies (dba Aspen Technologies)

1. This is a list of Materials that will be under contract.
2. Please note that in the detail of the Specifications (Exhibit 1 to the Scope of Work) attached to this RFP, some of the categories may have limitations on the Manufacturers.
3. Column 3, the Item Description may be used to describe one product or a category of products;
4. Column 4, Price List Title & Date/No refers to any Product Lists or catalogues that the Offeror maintains. If no such list exist, please mark as N/A.
5. Column 5, if a Price List is provided, or of the Offeror chooses to Cost plus , the Offer is not required to fill in the List Price column and should mark as N/A.
6. The Offeror may choose to submit their offer for each Item below as Discount % off List Price OR Cost Plus but not both.

Item	Manufacturer Name	Description	Price List Title & Date/No	List Price	Discount % off List Price or MSRP (not labor)	*Cost plus % (not labor)
	BELDEN CORP	BROADCAST	4/1/2022			13%
	BELDEN CORP	CATV COAX	4/1/2022			13%
	BELDEN CORP	CONNECTIVITY	4/1/2022			13%
	BELDEN CORP	EQUIPMENT	4/1/2022			13%
	BELDEN CORP	EXCLUDES: Automation; Direct Attach; ICM; Industrial Connectivity, Wireless and LRC				
	BELDEN CORP	FIBER OPTICS	4/1/2022			13%
	BELDEN CORP	NEW GEN	4/1/2022			13%
	BELDEN CORP	PPC	4/1/2022			13%
	BELDEN CORP	PREMISE	4/1/2022			12%
	BELDEN CORP	PROVIDERS	4/1/2022			13%
	BELDEN CORP	SAFETY AND SECURITY	4/1/2022			13%
	BERK TEK INC		3/14/2022			13%
	CABLOFIL (LEGRAND)		1/2/2022			10%
	CHATSWORTH PRODUCTS, INC		1/3/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	BB FIBER	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	BFG	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	CA	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	COAX	4/1/2022			13%

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	COMMSCOPE ENTERPRISE SOLUTIONS	COPPER APPARATU	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	COPPER CABLE	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	ENCLOSURES	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	EXCLUDE: AI Apparatus, AI Cables, MOD Plugs CS-CommScope				
	COMMSCOPE ENTERPRISE SOLUTIONS	FBR OP JNG PT	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	FIBER APPARATUS	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	FIBER CABLE	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	FIBER DROP CABL	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	IMVISION	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	OSP COPPER APP	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	PANELS	4/1/2022			13%
	COMMSCOPE ENTERPRISE SOLUTIONS	POF	4/1/2022			13%
	CORNING OPTICAL COMMUNICATIONS	C&A	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	CAB	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	Cable	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	CLS	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	EXCLUDES: CMD; CMD H&E; SDP and Wireless				

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	CORNING OPTICAL COMMUNICATIONS	FOC	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	FOE	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	FOJ	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	FOX	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	PNP	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	XFO	4/18/2022			13%
	CORNING OPTICAL COMMUNICATIONS	XMD	4/18/2022			13%
	EATON COROPORATION	B-LINE	2/7/2022			13%
	GREAT LAKES DATA RACKS &		7/12/2021			10%
	HUBBELL PREMISE WIRING, INC		1/17/2022			13%
	LEVITON MFG CO	LEVITON	3/1/2022			13%
	OBERON COMPANY		4/1/2022			13%
	ORTRONICS INC (LEGRAND)		3/1/2022			13%
	Panduit	CA - CABINETS AND THERMALS	4/1/2022			13%
	Panduit	CB - CABLE GROUP	4/1/2022			13%
	Panduit	CO - COPPER NETWORK GROUP	4/1/2022			13%
	Panduit	Exclude: NK4 - NETKEY CABLE; NK10 - NETKEY FIBER ENCLOSURES qty 1 and NK12 - NETKEY OUTLETS qty 1 NO LIST available	4/1/2022			
	Panduit	EXCLUDES: Panduit offers many categories, if not called out above ALL OTHER Categories have been excluded. Along with any and all items that do not have a list price available	4/1/2022			
	Panduit	FB - FIBER NETWORK GROUP	4/1/2022			13%

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	Panduit	FR - FIBER RUNNER CABLE ROUTING GROUP	4/1/2022			13%
	Panduit	ID - IDENTIFICATION GROUP	4/1/2022			13%
	Panduit	NK - NETKEY NETWORK GROUP	4/1/2022			13%
	Panduit	OU - OUTLET NETWORK GROUP	4/1/2022			13%
	Panduit	PC - POWER CONNECTORS GROUP	4/1/2022			13%
	Panduit	PC1 - COPPER COMPRESSION POWER CONN	4/1/2022			13%
	Panduit	PC2 - ALUMINUM COMPRESSION POWER CONN	4/1/2022			13%
	Panduit	PC3 - TAPS/REDUCERS COMPRESSION POWER CONN	4/1/2022			13%
	Panduit	PC4 - COPPER MECHANICAL POWER CONN	4/1/2022			13%
	Panduit	PC5 - ALUMINUM MECHANICAL POWER CONN	4/1/2022			13%
	Panduit	PC6 - MULTI-TAP ALUMINUM MECH POWER CONN	4/1/2022			13%
	Panduit	PC8 - CONTRACTOR GROUNDING	4/1/2022			13%
	Panduit	PI - PHY INF & ACCESSORIES	4/1/2022			13%
	Panduit	PV - PHYSICAL INFRASTRUCTURE MANAGEMENT	4/1/2022			13%
	Panduit	RK - RACK & CABLE MANAGEMENT GROUP	4/1/2022			13%
	Panduit	SR - PAN-WAY SURFACE RACEWAY GROUP	4/1/2022			13%
	Panduit	STB - PAN-STEEL STAINLESS STEEL BULK GROUP	4/1/2022			13%
	Panduit	WD - WIRING DUCT GROUP	4/1/2022			13%
	SIEMON COMPANY		4/15/2022			13%
	SUPERIOR ESSEX COMMUNICATIONS		3/1/2022			13%

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	TRIPP MFG. CO.		4/1/2022			13%
	WBT	nVent CADDY Performance Cable Tray	12/1/2021			10%
	WIREMOLD COMPANY (LEGRAND)	Code A	3/14/2022			13%
	WIREMOLD COMPANY (LEGRAND)	Code B	3/14/2022			13%
	WIREMOLD COMPANY (LEGRAND)	Code C	3/14/2022			13%
	WIREMOLD COMPANY (LEGRAND)	Code D	3/14/2022			13%
	WIREMOLD COMPANY (LEGRAND)	Code G	3/14/2022			13%

Labor		Offeror Name				
Item	Class-Item Description	Quantity	Unit	Unit Price	Discount	Total
1	OSP Cabling Technician	1.00	HR	$41.10		$41.10
2	ISP Cabling Technician	1.00	HR	$42.25		$42.25
3	Cabling Lead Forman / Supervisor	1.00	HR	$46.04		$46.04
4	Project Manager, Cabling	1.00	HR	$52.98		$55.00
5	CAD Drafter	1.00	HR	$46.00		$46.00
					Subtotal:	$230.29
					Tax:	0.00
					Freight:	0.00
					Discount:	0.00
					TOTAL:	$230.29

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Request for Proposal

Solicitation No.
BPM004541
Description:
Communications Cabling Systems

Arizona Department of Administration
State Procurement Office
100 N 15th Ave., Suite 305
Phoenix, AZ 85007

Optional Services, the Offeror may whether to offer or not.

Labor (Optional only)		Offeror Name				
Item	Class-Item Description	Quantity	Unit	Unit Price	Discount	Total
1	GIS Mapping : Using Geographic Information Systems (GIS) to map out where fiber or other cables are installed and used to allow the State to see where it can better connect into a fiber (or other cabling) system.	1.00	HR			N/A
2	BIM Modelling: Building Information modelling (BIM) involves the generation and management of digital representations of physical and functional characteristics of places	1.00	HR			N/A

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	Request for Proposal **Solicitation No. BPM004541** **Communications Cabling Systems**	Arizona Department of Administration State Procurement Office 100 N 15th Avenue Phoenix, AZ 85007

BAFO Offer and Acceptance Form

SUBMISSION OF OFFER: Undersigned hereby offers and agrees to provide Communications Cabling Systems in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

Initial Offer:				
	Date	Signature		
Revised Offers:				
	Date	Signature	Date	Signature
	Date	Signature	Date	Signature
Best and Final Offer:	09/20/22	Avery Aragaki		
	Date	Signature		

Level 7 Technologies (dba Aspen Technologies)	Avery Aragaki
Offeror company name	Signature of person authorized to sign Offer
570 W. Southern Ave.	Avery Aragaki- Executive Account Manager
Address	Printed name and title
Tempe, AZ 85282	Avery Aragaki- Executive Account Manager
City | State | ZIP	Contact name and title
20-3398943	aaragaki@aspentecchaz.net
Federal tax identifier (EIN or SSN)	Contact Email Address / Contact phone number

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

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. § 41−1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; ad
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

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

State's Contract Number is: ADSP017-169276 **Contract Effective Date:** 09/20/22

Procurement Officer Signature / Award Date	Procurement Officer Name / Title

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	Forced Labor of Ethnic Uyghurs Ban		
	Solicitation No.: BPM004541	PAGE 1	**State of Arizona** **State Procurement Office** 100 N 15th Avenue, Ste 350 Phoenix, AZ 85007
	Description: Communications Cabling Systems	OF 1	

Forced Labor of Ethnic Uyghurs Ban

Please note that if any of the following apply to the Contractor, then the Offeror shall select the "Exempt Contractor" option below:

- Contractor is a sole proprietorship;
- Contractor has fewer than ten (10) employees; OR
- Contractor is a non-profit organization.

Pursuant to A.R.S. § 35-394, written certification is required to show that the company entering into a contract with a public entity does not use the forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.

Under A.R.S. § 35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
2. "Public entity" means this State, a political subdivision of this State or an agency, board, commission or department of this State or a political subdivision of this State.

In compliance with A.R.S. §§ 35-394 *et seq*., all offerors must select one of the following:

☒ The Company submitting this Offer **does not** use, and agrees not to use during the term of the contract, any of the following:

- Forced labor of ethnic Uyghurs in the People's Republic of China;
- Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
- Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

☐ The Company submitting this Offer **does** participate in use of Forced Uyghurs Labor as described in A.R.S. § 35-394.

☐ **Exempt Contractor**

Indicate which of the following statements applies to the Contractor (may be more than one):

☐ Contractor is a sole proprietorship;

☐ Contractor has fewer than ten (10) employees; and/or

☐ Contractor is a non-profit organization.

Aspen Technologies	Avery Aragaki
Company Name	Signature of person authorized to sign
570 W. Southern Ave	Avery Aragaki Sr Account Rep
Address	Printed name and title
Tempe, AZ 85282	aaragaki@aspentechaz.net 480.305.1506
City, State, ZIP	Contact email address Contact phone number

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

LEVEL 7 TECHNOLOGIES, LLC
CABLING COMMUNICATIONS SYSTEMS

EXHIBIT B
SCOPE OF WORK AND PRICING

See the following pages.

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Project Cost Estimate ***STATE CONTRACT # CTR062460*** ***02/11/2025***

Company: **Paradise Valley**
Project: **Dispatch Stations**
Quote # **26-25001C REV.2**

Thank you for the opportunity to provide you with a cost estimate to install communications cabling. This proposal is based on facility prints. Assumptions have been made to reflect quantities and install standards based on the previous project installation guidelines and directions.

1. ***Horizontal Communication Cabling:***
   - **1.1.** Provide and install (24) Category-6, 4-pair, plenum communication cable for the data locations.
   - **1.2.** Horizontal cabling specifications are as follows:
     - 1.2.1. (8) Category-6 cables to (3) workstations
     - 1.2.2. Terminate (2) existing Category-6 cables to (3) workstations
   - **1.3.** All Category-6 cables will be terminated on Category-6 jacks at the workstation. Category-6 cables will terminate on 48-port, Category-6 patch panels in the IDF.
   - **1.4.** Provide and install (1) 48-port, empty, patch panel.
   - **1.5.** Provide and install (60) Category-6 jacks for workstation terminations.
     - 1.5.1. Communications jacks will be housed in port-appropriate faceplates.
   - **1.6.** Provide (10) 6’ Category-6 patch cables.
   - **1.7.** Labor for patching and cross-connecting of the communications cabling is not included in this proposal.
   - **1.8.** Provide labor to test cables to manufacture’s standards.
   - **1.9.** Provide labor to coil existing communications cables in the ceiling.

General Conditions:

1) Aspen Technologies will label all cables with permanent wrap-around-type computer generated labels in the communications rooms and at the workstation. Specific Customer numbering schemes will be discussed prior to the commencement of project.
2) Aspen Technologies will install the necessary cable support for each cable pathway following the industry standard practices of BICSI and the NEC Code.
3) Aspen Technologies will provide and install ¼” rod hangers and ¾” wide J-hooks to support the communication cables throughout the accessible ceiling space. J-hook size will be dependent on the quantity of cables in a cable run.
4) The pathway/conduit provided by others will be installed in accordance with NEC guidelines and will be free of defects and/or other obstructions.
5) Aspen Technologies is not responsible for any construction delays caused by manufacturers or distributors, product availability and delivery.

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Pricing for Solution:

Client: ***Paradise Valley*** ***Project:*** ***Dispatch Stations*** ***Date:*** ***02/11/2025***	

Proposal # 26-25001C REV.2

Description	Labor	Material	Totals
Base Package Pricing	**$4,365.39**	**$3,833.96**	**$8,199.35**

Please reference the proposal number on all purchase orders and correspondence.

PAYMENT TERMS:

- **50% of the total contract price due before the job starts; and the balance billed monthly based on Aspen Technologies' estimated percentage of completion, which will include work performed, materials installed & stored materials as of the month end.**
- **Invoices shall be due within 15 days of the invoice date. Past due invoices are subject to a LATE PAYMENT SERVICE CHARGE computed at 2% per month.**
- **Aspen Technologies has the right to file a grievance/violation with the Register of Contractors should any item arise during the contract.**
- **In case of a delay or material price increase, or equipment during the performance of the contract through no fault of Aspen Technologies, the Contract Sum, time of completion, or contract requirements shall be equitably adjusted by Change Order.**

Sales Tax: Unless otherwise noted the proposed price **does not** include Sales Tax. Sales Tax will be charged on the invoices if applicable.

Proposal Period: This proposal is **valid for 30 days**.

Project Scope: The project scope contained herein is Aspen Technologies understanding and interpretation of the subject project. All pricing is based on the project scope. Any change to the project scope will result in a change in the pricing. Any alterations or deviations from the above specification involving extra cost will be executed only upon written orders and may become an **extra** charge over and above the proposed price.

Work Hours: All work to be performed during normal business hours. There is no overtime allotted for in this proposal at this time.

Job Site Requirements: Customer will provide Aspen Technologies installation and operations personnel full access to work areas without undue delay. Any delay will result in extra billing at Aspen Technologies labor rate. Aspen Technologies will remove all job-related debris from the job site. All fixtures and furniture moved by Aspen Technologies personnel will be returned to their original position prior to job completion.

Project Schedule: Aspen Technologies will make all reasonable efforts to observe the dates indicated herein for installation or other performance, however Aspen Technologies shall not be liable for delay in performance due to unforeseen circumstances or causes beyond its control, including without limitation weather conditions, strike, lockout, riot, war fire, act of God, accident, delays caused by any supplier or by the Customer, inability to obtain or substantial rise in the cost of labor or materials or compliance with any law, regulation or order. Performance shall be deemed suspended during and extended for such time as any such circumstances or cause delay its execution. We are responsible for any delays that Aspen is directly responsible for.

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Warranties; Damage; Liability: All material is guaranteed to be as specified. All work is to be completed in a professional manner according to standard installation practices. All material and labor supplied by Aspen Technologies will be guaranteed for 1 year or extended per the specific warranty provided by the solution.

Aspen Technologies obligations and Customer's remedies under this warranty are limited to the repair or replacement at Aspen Technologies option, of any materials or labor furnished hereunder which shall be found defective during such a 1-year period. Aspen Technologies may reject any warranty claim not promptly reported and on any item that has been altered, abused, or misused, except by Aspen Technologies. Damage caused by the Customer's Telephone Company, pests or normal wear and tear is excluded from this warranty. Any repairs requested by the Customer which are excluded from the terms of this warranty may be performed by Aspen Technologies on a time and materials basis at Aspen Technologies then prevailing rates.
There are no warranties, which extend beyond the description of the face hereof. In no event shall Aspen Technologies be liable to the customer for incidental, consequential, special, or punitive damages. In no event shall Aspen Technologies be liable for damages hereunder, if any, exceeding the amounts paid by the customer to Aspen Technologies for the products and services under this contract.

Confidentiality: All information including but not limited to descriptions of work to be performed and parts lists, contained in this proposal or otherwise provided to the customer in connection with the negotiation of performance of this contract is of a proprietary nature, customer shall receive such information in confidence and shall not without Aspen Technologies prior written consent disclose such information to third parties or use such information for any purpose other than to evaluate the proposal contained herein.

All items set forth in this proposal are acceptable and agreed upon.

ASPEN technologies

Paradise Valley

By: *Fabian Jauregui*

By: DocuSigned by: Andrew Ching 5B8E4040A9944A3...

Title: Director of Operations

Title: Town Manager

Date: February 11th, 2025

Date: 2/21/2025

Job #: 26-25001C REV.2

PO #:

☐ **Project Price** **$8,199.35**

Aspen Technologies AZ ROC# 244588 570 West Southern Ave., Tempe, AZ 85282
Phone (480) 315-1700 **Fax** (480) 315-1800 **www.aspentechaz.com**

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ACCEPTANCE / AUTHORIZATION TO COMMENCE WORK

_____ represents that the individual signing this proposal agrees to the scope of work and the payment terms as detailed above and has the authority to bind this agreement.

Accepted By:

Company Name: Town of Paradise Valley

Signature: DocuSigned by: Andrew Ching 5B8E4040A9944A3... Printed Name: Andrew Ching

Property Owner:

Name: Town of Paradise Valley Phone Number: 480-948-7411

Mailing Address: 6401 E Lincoln Drive, Paradise Valley, AZ 85253

Billing Information:

A/P Address: _____

A/P Name: _____ A/P Phone # _____

A/P Email Address: _____

(Please select one) Is e-mail the preferred method for invoices? Yes_____ No_____

Is a P.O. # required? Yes_____ No_____ Tax exempt*? Yes_____ No XXX

**If Tax exempt, provide a "Transaction Privilege Tax Exemption Certificate" from applicable state. If in AZ this is the AZ Dept. of Revenue Form 5000*

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

LEVEL 7 TECHNOLOGIES, LLC
CABLING COMMUNICATIONS SYSTEMS

EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Freeman Carney, Chief of Police
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

ALBERT HOLLER & ASSOCIATES
TRANSACTION PRIVILEGE (SALES) USE TAX AUDIT SERVICES

This Linking Agreement for Cooperative Purchase (this "**Agreement**") is made and entered into on July 1, 2024 (the "**Effective Date**") by and between the Town of Paradise Valley, an Arizona municipal corporation (the "**Town**"), and Albert Holler, an individual doing business as Albert Holler & Associates (the "**Contractor**"), whose principal place of business is located at 18521 E. Queen Creek Road #105-425, Queen Creek, Arizona 85298. The Town and Contractor are the only parties to this Agreement; they are each individually a "**Party**," and together they are the "**Parties**."

RECITALS

A. On June 11, 2024 after a competitive procurement process, the City of Glendale entered into the Contract No. C24-0406, with the Contractor (the "**Base Agreement**") to purchase goods and services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A**, and the terms of the Base Agreement are incorporated herein by reference to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies, including the Town.

B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. The Town desires to contract for goods or services identical or nearly identical to the goods or services the Contractor is providing other units of government under the Base Agreement, and the Contractor desires to provide such goods and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Contractor and the Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Scope of Work; Terms, Conditions, and Specifications.

   1.1. The Contractor shall provide the Town the goods and/or services, generally described as Tax Audit Services, and more particularly identified in the proposal for sales & use tax auditing services (the "**Scope of Work**") attached hereto as **Exhibit B** and incorporated herein by reference.

   1.2. The Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in

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Exhibit C. For the purposes of this Agreement, all references to the City or City of Glendale in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

1.3. The Contractor shall comply with all the Town's specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit B or C and the Base Agreement, Exhibits B and C take precedence.**

1.4. The Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2. Payment. Payment to the Contractor for the services, materials, or equipment provided shall be made in accordance with the terms and conditions of the Base Agreement and of **Exhibit B**. The total compensation for the goods or services purchased under this Agreement shall not exceed $90,000. annually.

3. Contract Term and Renewal.

3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 11, 2025, unless terminated, canceled, or extended as otherwise provided in this Agreement.

3.2. The Town Manager or designee may extend the term of this Agreement consistent with the extension, if any, of the Base Agreement. Extensions are not automatic and shall only occur if the Town gives the Contractor notice of its intent to extend this Agreement.

4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including, without limitation, the requirement to name the Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, the Contractor shall furnish the Town with Certificate(s) of Insurance and formal endorsements issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.

5. E-Verify. The Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

6. Boycott of Israel Prohibited. To the extent Title 35 applies to this Agreement, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

7. Cancellation for Conflict of Interest. This Agreement may be canceled pursuant to A.R.S. § 38-511.

8. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

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9. Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not, for the duration of this Agreement, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth in this Agreement or the Base Agreement will in no way be construed as limiting the scope of the indemnity in this section.

11. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

[SIGNATURES ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

DocuSigned by:
Andrew Ching
5B8E4040A9944A3...
Andrew Ching, Town Manager

ALBERT HOLLER & ASSOCIATES
an Arizona Sole Proprietor:

By: Albert Holler

Name: Albert Holler

Title: Owner

ATTEST:

DocuSigned by:
Duncan Miller
FD56FF67A95043D...
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

DocuSigned by:
6C9E79CECF0C427...
Andrew J. McGuire, Town Attorney

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

ALBERT HOLLER & ASSOCIATES
TRANSACTION PRIVILEGE (SALES) USE TAX AUDIT SERVICES

EXHIBIT A
BASE AGREEMENT

See attached: Transaction Privilege (Sales) Use Tax Audit Services, Contract No.C24-0406, June 11, 2024

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PROFESSIONAL SERVICES AGREEMENT
(Not Construction Related)
Transaction Privilege (Sales) and Use Tax Auditing Services

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Albert Holler an Arizona sole proprietor doing business as Albert Holler & Associates and authorized to do business in the State of Arizona, ("Consultant") as of the **11th** day of **June**, 2024 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");

B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and

D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

1.2 Project Team.

a. Project Manager.

(1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and

(2) The City must approve the designated Project Manager.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.

c. Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

(2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

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(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors. Consultant shall not engage any subcontractor for the work or services to be performed under this Agreement.

2. Schedule. The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. Consultant's Work.

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

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3.5 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.,* and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed $240,000.00, as specifically detailed in **Exhibit C** ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.

a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

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c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants; and

(2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating,

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securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance. For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.

c. Intentionally Omitted.

d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 Other Insurance Provisions. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on

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behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Consultant warrants their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto

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their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. Uyghur Forced Labor Prevention Act (UFLPA). Consultant certifies that it does not currently, and during the term of this Agreement, will not use:

a. the forced labor of ethnic Uyghurs in the People's Republic of China;

b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

12. Attestation of PCI Compliance. When applicable, the Consultant will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Consultant with oversight responsibility.

13. Notices.

13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Albert Holler & Associates
c/o Albert Holler
18521 E. Queen Creek Rd., #105-425
Queen Creek, AZ 85142

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b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Farida Siddiqui
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

14. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

15. Entire Agreement; Survival; Counterparts; Signatures.

15.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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15.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

15.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

15.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

15.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

16. Term.

16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four years, on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the City exercising its extension and may be a determining factor for any extension. There are no automatic extensions or renewals of this Agreement.

16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.mesaaz.gov/business/purchasing/save

19. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Compensation

(Signatures appear on the following page.)

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The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

DocuSigned by:
Levi D. Gibson 6/12/2024
6037E055B081475...
By: Levi D. Gibson
Its: Director

ATTEST:

DocuSigned by:
Julie K. Bower 6/12/2024
98B85C8F0FAE4FC...
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Michael D. Bailey 6/12/2024
F91E94D8DCF046C...
Michael D. Bailey
City Attorney

Albert Holler & Associates,
an Arizona Sole Proprietor

Albert Holler
By: Albert Holler
Its: Owner

DS
CC

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EXHIBIT A
Professional Services Agreement

PROJECT

Auditing firm will perform a minimum of twelve Transaction Privilege (Sales) and Use Tax Audits per year for taxpayers conducting business in the City of Glendale, in compliance with all federal and state laws and regulations.

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EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

The consultant will perform a minimum of twelve Transaction Privilege (Sales) and Use Tax Audits per year for taxpayers conducting business in the City of Glendale, as follows:

1. Independently conduct large scale, highly complex City Transaction Privilege (Sales) and Use Tax Audits of a special or difficult nature according to Generally Accepted Accounting Principles, Generally Accepted Auditing Standards, and the State of Arizona, Department of Revenue, processes and procedures.

2. Compile spreadsheets, audit notes, analyze and file reports which meet all established audit policy requirements and procedures.

3. Estimate City Transaction Privilege (Sales) and Use Tax liability from taxpayer records or other available information.

4. Observe, compare, and review financial records of businesses to determine compliance with City of Glendale Tax Code and Model City Tax Code statues and regulations.

5. Attend meetings and/or work at the taxpayer's business location, or the taxpayer's appointed representative's location to compile financial information from the taxpayer's source documents and records.

6. Follow and document the audit trail in the audit file for each assigned audit.

7. Write audit findings and conclusion summaries.

8. Examine and verify accuracy of taxpayer's bookkeeping records such as invoices, sales journals, general ledgers, bank statements, and inventory records.

9. Search records to identify entries critical to tax liability or precedural propriety as it relates to internal controls and conformance to tax laws.

10. Attend tax hearings and give testimony regarding work performed and the basis of the assessments, finding, or conclusions.

11. Educate business managers in computing and reporting taxes due by explaining legal requirements, rules, regulations, procedures, and ordinances, of the City of Glendale and other agencies.

12. Promptly respond to telephone and email inquiries regarding the current status of all audit files as requested.

13. Work closely with City of Glendale assigned Audit Project Manager to ensure successful and timely completion of all assigned audits.

14. Provide detailed work history summaries of all auditors that will be working on the City of Glendale assigned audits.

15. Remain in compliance with all state and local auditing laws and regulations.

16. Provide detailed monthly reports as defined and required by City of Glendale.

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EXHIBIT C
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Annual compensation is $48,000.00 to be paid in equal monthly payments of $4,000.00, each due 30 days after presentation of a monthly progress report and invoice from the Consultant.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed $48,000.00 annually, each year this contract remains in effect, for a total contract value of $240,000.00 if all four extensions are executed and completed. Only additional costs or expenses approved in accordance with Section 5.3 shall be billed and paid by the City.

DETAILED PROJECT COMPENSATION

Consultant understands that the Arizona Department of Revenue and City of Glendale have an Intergovernmental Agreement (IGA) that governs the conduct of audit services beginning January 1, 2015. Consultant agrees that to the extent any terms of this Agreement are in conflict with the IGA, including any terms related to compensation, the terms of the IGA prevail and take precedence over and govern this Agreement. Such a change in compensation may include a cost sharing or payment arrangement when one or more governmental entities participate in or pay for the performance of an audit of a taxpayer, as provided in ARS 42-6002.

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

ALBERT HOLLER & ASSOCIATES
TRANSACTION PRIVILEGE (SALES) USE TAX AUDIT SERVICES

EXHIBIT B
SCOPE OF WORK AND PRICING

See the following pages.

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ALBERT HOLLER & ASSOCIATES
local government consultants

18521 E Queen Creek Road #105-425
Queen Creek, Arizona 85142
(480) 940-1130
e-mail aholler@att.net

June 19, 2024

Duncan Miller
Town of Paradise Valley
6401 E Lincoln Drive
Paradise Valley, AZ 85253-4399

RE: Proposal for sales & use tax auditing services

Dear Duncan:

The Town of Paradise Valley expressed interest in continuing supplemental tax audit services to complement services provided by the Arizona Department of Revenue (DOR). Supplemental audits are not designed to replace existing programs, but more to assist the Town in conducting additional sales tax audits timely and accurately. This is accomplished by providing education and tax awareness services to the business community, securing delinquent sales tax revenues, and identifying businesses operating within the Town. Historically, the DOR cannot dedicate the resources necessary in assisting a Town secure compliance with the Tax Code.

Our sales tax audit program offers the Town assurances that businesses are properly licensed and filing returns accurately and timely. We use a comprehensive audit identification and selection process tailored to meet the Town's needs. Our program maximizes sales tax revenues by ensuring businesses are complying with your tax code.

We have expertise in handling delicate audit situations. Our approach is to handle each audit on a personal basis to avoid confrontation and maintain the public relations image of the Town.

As a well-known expert in sales tax, I was chief auditor at the DOR and tax audit supervisor at a major Town. I was on the drafting committee of the Model Tax Code and former chairman of the Unified Audit Committee. This experience provides assurances that the Town and its citizens receive the best services available. Our firm has been in business since 1992.

The key advantages of using our services are:

| Tax audit experience
| Proven methodology
| Positive results

Yours truly,

Albert Holler

Albert Holler

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INTRODUCTION

The Town adopted the Model Cities Tax Code effective 1987 and is currently in the state collection program. As the state cannot dedicate the resources necessary for an effective audit program, the Town is interested in extending current services provided. Our proposal is for supplemental audits on a yearly retainer fee. It can be amended as necessary. Our proposal includes linking to Glendale contract #24-0406.

SCOPE OF SERVICES

1. Select and complete a minimum of 20 sales and use tax audits including commercial and residential construction.

2. Audit services include serving as the Town's liaison with the Arizona Department of Revenue and Unified Audit Committee, as necessary to perform audit services. Consultant shall also represent the Town in Municipal Tax Hearings including preparation and submission of tax hearing responses.

3. Provide monthly reports of audit activity including assessments and collections.

4. Consultant shall provide assistance to Town Staff and Taxpayers regarding Transaction Privilege Tax, Use Tax, Transient Occupancy Tax, Property Rental Tax, and Franchise License fees, as requested.

FEE SCHEDULE

The total annual fee for services is $90,000 billed monthly at $7,500 and due by the 15th day of the following month.

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LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

ALBERT HOLLER & ASSOCIATES
TRANSACTION PRIVILEGE (SALES) USE TAX AUDIT SERVICES

EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Leslie DeReche, CFO
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253