

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DBA CONSTRUCTION INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 17 day of November, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and DBA Construction, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On May 22, 2015, under the Mohave Cooperative Purchasing Agreement, the County of Maricopa entered into a contract with Contractor to purchase the goods and services described in the Concrete and Ancillary Services Agreement ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. **Term of Agreement.** The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was May 22, 2015, until the date the contract expires on May 21, 2017, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond May 21, 2019. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until May 21, 2017. The City Manager or designee, however, may renew the term of this Agreement for two (2) one (1) year periods until the Cooperative Purchasing Agreement expires on May 21, 2019. Renewals are not

automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

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

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed thirty seven thousand, five hundred eleven dollars and sixty four cents (\$37,511.64) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor 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. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

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

8. No Boycott of Israel. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

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

10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Kelly Hargadin
5850 W. Glendale Ave., Ste. 315
Glendale, Arizona 8530
623-930-3641

and

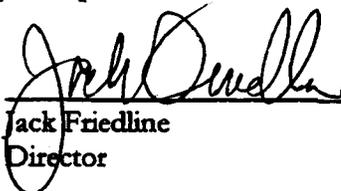
DBA Construction, Inc.
c/o Tim Ginter
P.O. Box 63035
Phoenix, Arizona 85082

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By:



Jack Friedline
Director

"Contractor"

DBA Construction, Inc.,
an Arizona corporation

By:



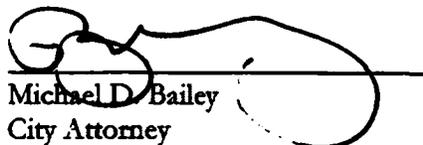
Name: Tim Ginter, P.E.
Title: Vice President

ATTEST:



Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DBA CONSTRUCTION, INC.**

EXHIBIT A

Job Order Contract for Concrete and Ancillary Services - 15F0410
Acceptance of Offer and Contract Award Effective May 22, 2015
Contract Amendment to extend term to May 22, 2017



Mohave Contract
15F-DBAI-0522

DBA Construction, Inc.
Via Email

September 6, 2016

Agreement To Amend the Terms and Conditions for Certification

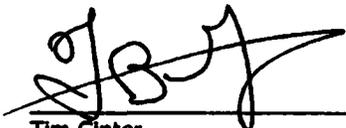
In order for Mohave Educational Services Cooperative, Inc.'s (Mohave's) contracts to comply with new legislation that went into effect August 6, 2016, Mohave is amending its existing contracts. This law "prohibits public entities from entering into contract with a company to acquire or dispose of services, supplies from information technology or construction, unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel."

The Terms and Conditions of your contract have been modified as follows:

2. CERTIFICATION

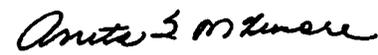
By signing the amendment below, bidder certifies the following:

•Bidder shall comply with ARS §35-393.01 and certify that they are not currently engaged in, and agree that for the duration of the contract to not engage in, a boycott of Israel.



Tim Ginter
DBA Construction, Inc.

Dated 9/13/16



Dated September 6, 2016
Anita McLemore, Interim Executive Director
Mohave Educational Services Cooperative, Inc.





Mohave Contract
15F-DBAI-0522

DBA Construction, Inc.
Via Email

June 14, 2016

Agreement To Amend The Standard Terms And Conditions for Construction; Performance And Payment Bonds

Mohave Educational Services Cooperative, Inc.'s (Mohave) previous contract requirements for payment and performance bonding included reference to statute, title, and/or rules, and specific vendor actions, and acknowledgment from the member when waiving performance and payment bonding. However, these requirements may not be applicable to all members. This amendment replaces the previous requirements in the Special Terms and Conditions regarding issuing performance and payment bonds. The Special Terms and Conditions have been modified as follows:

11 . PERFORMANCE AND PAYMENT BONDS

- 11.1. Issuing performance and payment bonds:** It shall be the sole responsibility of the member to determine if any applicable performance and payment bonding requirements apply to the procurement under an awarded contract. Member must request that the contract vendor provide the performance and payment bonds that meets the requirements prior to project implementation.

The contract vendor shall supply Mohave with a copy of the procured bonds upon request. If the contract vendor fails to deliver any required performance or payment bonds requested by the member, the contract with Mohave may be canceled.

- 11.2. Payment bond requirement:** An irrevocable payment bond shall be executed in an amount equal to 100% of the price specified in the contract between the member and the contract vendor by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to the contract vendor for the performance of the work provided in the contract.

- 11.3. Performance bond requirement:** An irrevocable performance bond shall be executed in an amount equal to 100% of the price specified in the contract between the member and the contract vendor by a surety company authorized to do business in Arizona.

This agreement shall be effective July 1, 2016. Signature below indicates agreement to modifications as listed above.

Tim Ginter
DBA Construction, Inc.

Dated 6/23/16

Anita McLemore, Interim Executive Director
Mohave Educational Services Cooperative, Inc.

Dated June 14, 2016





4/13/2016

Extension of Contract (Page 1 of 3)

Tim Ginter
DBA Construction, Inc.
1833 South 59th Ave.
Phoenix, AZ 85043

RE: Contract # 15F-DBAI-0522 Extension Agreement made by and between DBA Construction, Inc. and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms, Mohave desires to extend contract 15F-DBAI-0522 for a period of one (1) year, beginning 5/22/2016. The extension shall be under the same terms and conditions contained therein.

Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, DBA Construction, Inc. agrees to provide products or prices as per 15F-0410.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature  Title Vice President

Typed/Printed Name Tim B. Ginter Date 4/13/16

Please check the information below.

POs Att: Order Desk
DBA Construction, Inc.
1833 South 59th Ave.
Phoenix, AZ 85043

Remit to: DBA Construction, Inc.
Accounts Receivable
P.O.Box 63035
Phoenix, AZ 85082

Member Contact: Jordan Hamula
Contract Administrator: Tim Ginter
Phone Number: 602-442-6767
Fax Number: 602-442-0408

If both pages of this notice are not received at Mohave's Kingman office on or before 5/22/2016, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 15F-DBAI-0522 effective 5/22/2016, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

(Page 2 of 3)

Pricing Update

We list your contract as utilizing Fixed. Please confirm the following regarding pricing under your contract:

Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 05/22/2017.

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

We will provide new price lists/catalog by _____. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract renewal until it has been reviewed and approved by your Contract Specialist. Current contract pricing will remain in effect until new pricing has been reviewed and approved.

Vendor Logo

Currently, we have the following logo on our website for our members to view:



If you wish to revise or update the information, keep the following key points in mind:

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

Vendor Benefits Description

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

Extension of Contract

(Page 3 of 3)

Vendor Benefits Description (continued)

If you wish to revise or update the information, keep the following key points in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- This description should give a brief overview for members who may be accessing information about your contract via our Product Vendor Finder.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email any information corrections, or additional information to contracts@mesc.org. If you have any questions, contact your Contract Specialist either via email mike@mesc.org or phone <<csInfo::csphone>>.

Offer and Acceptance Form

Place after Tab 1a

IFB 15F-0410 Concrete and Ancillary Services

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in all terms, conditions, specifications and amendments. Bidder further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number 86-0842477

Company Name DBA Construction, Inc.

Address P.O. Box 63035 City Phoenix State AZ Zip 85082

Telephone Number 602-442-6767

Printed Name Tim Ginter, P.E. Title Vice President

Primary Email timginter@dbaconstruction.net Alternate email tomdrysdales@dbaconstruction.net

Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used only if the primary email address is not valid.

Authorized Signature 

The offer and acceptance form should be submitted with a signature by the person authorized to sign the bid. The person signing the bid shall initial erasures, interlineations, or other modifications in bid. Failure to sign the Offer and Acceptance Form, or to make other notations as indicated, may result in rejection of bid.

The contract vendor shall not commence any billable work or provide any material or service under this contract unless and until contract vendor receives a purchase order with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)

Your Bid is Hereby Accepted:

As contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, and amendments.

This Contract shall be referred to as Contract Number 15F-DBAI-0522

Awarded this 4 day of May 2015.

This contract shall be effective this 22 day of May 2015.


Julia E. Tribbett, Executive Director
Mohave Educational Services Cooperative, Inc.



NOTIFICATION OF AWARD LETTER

May 8, 2015

Sent this day via email to timginter@dbaconstruction.net

Tim Ginter, Vice President
DBA Construction, Inc.
P.O. Box 63035
Phoenix, AZ 85082

Congratulations, DBA Construction, Inc.'s response has been awarded a contract under IFB 15F-0410. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

Your organization is bound by the terms of this contract; **only items specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to DBA Construction, Inc. In the event you receive a purchase order from a member that does not contain the "MESC REVIEWED" stamp, it should be faxed to (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not perform any work or provide any products until you receive a "MESC Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at (<http://www.mesc.org/resources-brochures>) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

The procurement file for IFB 15F-0410 was/shall be made available for public inspection on May 8, 2015.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to mike@mesc.org.

Your contract number is 15F-DBAI-0522 and will take effect on May 22, 2015.

If you have any questions regarding your new contract, please call me at (928) 718-3203. We look forward to working with you and your company in the future.

A handwritten signature in black ink, appearing to read "Mike Nentwig", followed by a horizontal line.

Mike Nentwig
Contract Specialist I



Date: May 4, 2015

To: Julia E. Tribbett, Executive Director

Through: Mark DiBlasi, CPPB, Contracts Manager

From: Mike Nentwig, Contract Specialist I

Subject: Award Recommendation for IFB 15F-0410, Concrete and Ancillary Services

On April 10, 2015 Mohave received two responses to IFB 15F-0410. In accordance with the procurement rules and the solicitation, the basis of award was lowest responsive and responsible bidder(s). Market basket pricing was used to develop a ranking from lowest to highest price for the bids determined to be responsive and responsible. The market basket pricing was reviewed against the submitted price lists to verify accuracy of the market basket pricing for both bidders. DBA Construction, Inc. was determined to be the lowest bidder for two of the three market baskets in the comparison.

DBA Construction, Inc. was determined to be responsive and responsible. They provided the following required information:

- Bid security of \$100,000
- Evidence of required licenses
- Evidence of required bonding capacity
- Provided the majority of the products and services requested in solicitation
- Demonstrated necessary experience
- Demonstrated ability to adequately service members statewide for all products and services offered

DBA Construction, Inc. demonstrated the ability to effectively, and efficiently meet the needs of all our members' requirements for concrete and ancillary projects. Award is recommended to the responsible and responsive bidder with the lowest cost, based upon the market basket referenced above. Market basket pricing from the responsible and responsive bidders follows:

	Market Basket 1	Market Basket 2	Market Basket 3
DBA Construction Inc.	\$43,570.75	\$29,260.20	\$81,121.50
McCormick Construction Co.	\$35,492.00	\$70,346.75	\$250,767.00

Details for the recommended awards are as follows:

- DBA Construction Inc. was the low bidder in two out of the three market baskets and second to the lowest in market basket one. They have a large base of completed projects throughout Arizona. They provided the required licenses. They provide inclusive pricing to cover all areas of Arizona. Their bonding capability of \$5 million single and \$12.5 million aggregate exceeds the level required in the IFB. DBA Construction is a fully equipped and staffed company with over 80 employees and with 50 plus pieces of company-owned heavy equipment.

IFB 15F-0410 Award Recommendation

The bidder recommended for award is not on the United States General Services Administration's Excluded Parties List, or on the Arizona Department of Administration Excluded Parties List.

It is the recommendation of the evaluation committee a contract be awarded to DBA Construction for Concrete and Ancillary Services.

Not recommended for award (Below the cutoff for least number of vendors determined necessary to meet the members' requirements.)

McCormick Construction Co.

McCormick Construction Co. was the lowest bidder in only one of their market baskets. Their regional offer was compared using their Zone 3 pricing for DBA Construction. There were no apparent price requirements to substantiate award of an additional bid.

Approval of the #15F-0410 award as recommended:



Signature: _____
Mark DiBlasi, CPPB
Contracts Manager

Date: 5/4/15



Signature: _____
Julia E. Tribbett
Executive Director

Date: 5/4/15



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DBA Construction, Inc. Response to IFB 15F-0410

Tab 1A – Signed Offer and Acceptance Form	See document 6. 15FDBAI0522 Award, Extensions and Amendments.
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Tab 2A – Method of Approach and Qualifications and Experience.....	43
Tab 2B – Certificate of Insurance	Please call Mohave for information.
Tab 2C – Financial Information.....	All financial information is kept confidential and has been removed.
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Tab 3B – Mobilization, Travel Charges and Pricing Methodology	55
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Tab 5 – Additional Information	Please call Mohave for information.

Click section title to be taken directly to that section.

3/31/14 EH

General Terms and Conditions

Place after Tab 1c

1. CANCELLATION

1.1. Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or is acquired by an independent third party.

1.2. Cancellation for conflict of interest: Mohave may cancel this contract pursuant to ARS § 38-511 for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, 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 the contract, with respect to the subject matter of the contract. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.

1.3. Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members. Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed and materials accepted before the effective date of the cancellation.

1.4. Cancellation for non-performance or contract vendor deficiency: Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work/services and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract
- Failing to provide required performance bonds;
- Performing work or providing services under the contract prior to receiving a Mohave reviewed member purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

1.5. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation, if a new solicitation has been issued and a contract has been awarded to the same contract vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to delay or replace the contract rests solely with Mohave.

1.6. Contract vendor cancellation: Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

1.7. Continuation of performance: Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

1.8. Gratuities: Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples of software, equipment or hardware provided to Mohave for demonstration or evaluation are not considered gratuities.

2. CERTIFICATION

By signing the Offer and Acceptance Form (page 55 of the IFB), bidder certifies the following:

- Bidder has examined and understands the terms, conditions, scope of work/services, specifications and other documents in this solicitation.
- The submission of the bid did not involve collusion or other anticompetitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Bidder 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.
- Neither bidder, nor any officer, director, partner, member or associate of bidder, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Bidder agrees to comply fully with any and all provisions of ARS Title 32, Chapter 10 (Registrar of Contractors) that may regulate bidder's business.
- Bidder shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and ARS Title 41, Chapter 9, Article 4).
- Bidder is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, bidder agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contract vendor by Mohave.
- If awarded a contract, bidder shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work/services, specifications, and other documents of this Invitation For Bid.
- If awarded a contract, bidder agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Bidder and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, ARS § 41-4401, and ARS § 23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.

3. CONFIRMATION

If an apparent mistake in a bid, relevant to the award determination is discovered after opening and before award, Mohave shall contact the bidder for written confirmation of the bid. If bidder fails to act, the bidder shall be considered non-responsive.

Mohave may contact a bidder to confirm our understanding of the bid. Such contact shall be prior to award. Mohave shall obtain written confirmation from the bidder and shall retain the confirmation in the procurement file.

4. CONFIDENTIAL INFORMATION

4.1. Confidential information request: If bidder believes that its bid contains confidential trade secrets or other proprietary data not to be disclosed, a statement advising Mohave of this fact shall accompany the bid, and the information shall be so identified wherever it appears. Mohave shall review the statement and provide their determination in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform bidder in writing of such determination. Requests to deem the entire bid as confidential will not be considered.

4.2. Pricing: Mohave will not consider pricing to be confidential or proprietary.

4.3. Public record: All bids submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification.

5. COOPERATIVE PURCHASING

5.1. Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any contract that prohibits sales from being made to specific types of members (for example, state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

5.2. Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

5.3. Most favored customer: Bidder agrees all prices, terms, warranties, and benefits granted by bidder to members through this contract are comparable to or better than the equivalent terms offered by bidder to any present customer meeting the same qualifications or requirements. Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

6. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

7. EVALUATION and AWARD

7.1. Basis of award: Award(s) will be made to the responsive and responsible bidder(s) whose bid(s) is (are) determined in writing to be the low responsive and responsible bid or bids. Mohave reserves the right to use model projects/market baskets to determine the low ranking of bids. It is Mohave's intent to award a complete line of products, when possible and advantageous.

7.2. Deviations and exceptions to requirements: All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.

7.3. Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work/services, and specifications contained in this request. A bid does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

7.4. Multiple award: To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Bidder should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona.

Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, bonding capacity, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria.

7.5. Non-exclusive contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

7.6. Past performance information: Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work/services of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

7.7. Responsible bidder: A responsible bidder is a firm or person with the capability to perform the contract requirements and the integrity and reliability, which will assure good faith performance. Mohave must determine a bidder to be responsible before awarding a contract to bidder.

7.8. Responsive bids: A responsive bid reasonably and substantially conforms to all material requirements of the solicitation. Bids must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

8. FEDERAL and STATE REQUIREMENTS

8.1. Affordable Care Act requirements: Contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the member as required by state or federal law.

8.2. Compliance with federal and state requirements: Contract vendor agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- HUD-5369-B, Instructions to Offerors Non-Construction
- HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370, General Conditions of the Contract for Construction
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (<http://www.hud.gov>).

8.3. Compliance with workforce requirements: Pursuant to ARS § 41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS § 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program." [To register for E-Verify, go to: <https://e-verify.uscis.gov/enroll/startpage.aspx>.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its members reserve the right to inspect the papers of any contract vendor or subcontract employee who works under this contract to ensure compliance with the warranty above.

8.4. Contract vendor employee work eligibility: By entering into the contract, contract vendor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

8.5. Davis-Bacon wage decisions: For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via www.wdol.gov or by requesting a copy from the member.

8.6. Non-compliance: All federally assisted contracts to members that exceed \$10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, bidder must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

8.7. Offshore performance of work prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work/services that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the state shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

8.8. Terrorism country divestments: In accordance with ARS § 35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

9. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be 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, including, but not limited to the following: acts of God (e.g. fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; 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. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

10. INDEMNIFICATION

10.1. General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

10.2. Modification by member: Contract vendor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contract vendor. However, one member's action will not preclude contract vendor's obligation to others not having modified their equipment or software.

10.3. Patent and copyright indemnification: To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

11. LICENSES

Contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. Contract vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated.

12. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

12.1. Late bids: Except as authorized by Arizona procurement rules and code, late bids shall not be considered. Bidder shall be responsible for all shipping costs when requesting the return of a late bid.

12.2. Withdrawal of bid: A bidder may withdraw a bid in writing at any time before bid opening if the withdrawal is received before the bid due date and time at the location designated in the invitation for bids for receipt of bids. After the opening time and date, bids may not be withdrawn, except as allowed by Arizona procurement rules and code.

13. ORDERING CYCLE

13.1. Acceptance of orders: This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.

13.2. Audit of contract activity: Mohave will audit some of the invoices made under this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices and credits issued to members, in a timely fashion.

13.3. Contract vendor contacts: Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

13.4. Open order and status reports: Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion.

13.5. Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such orders must be in the possession of Mohave within a reasonable amount of time.

13.6. Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

13.7. Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

14. OVERVIEW

14.1. Advertising: Bidder shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of products and services to members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.

- 14.2. Modification of contract:** An awarded contract may be amended for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise.
- 14.3. Applicable law:** Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.
- 14.4. Application of law:** The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.
- 14.5. Arbitration:** After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.
- 14.6. Assignment:** Contract vendor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contract vendor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contract vendor of its decision within fifteen (15) days of receipt of written notice from contract vendor.
- 14.7. Audit rights:** In accordance with applicable Arizona law, contract vendor's and subcontractor's books and records related to this contract may be audited at a reasonable time and place, for five years after completion of the contract.
- 14.8. Availability of funds:** Member fund availability is unknown to Mohave at the time this solicitation was issued. Use of any contract awarded by Mohave will be conditioned upon the availability of member funds.
- 14.9. Bid opening:** Bids shall be opened immediately following the bid due date and time. Sample pricing will be publicly read and recorded in the presence of witnesses. All other information in the bids shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.
- 14.10. Brand names:** The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.
- 14.11. Captions, headings and illustrations:** The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.
- 14.12. Contract claims or controversies:** The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.
- Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.
- 14.13. Contract placed on hold:** Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.
- 14.14. Definition of time:** Periods of time, stated as a number of days, shall be in calendar days, not business days.

14.15. Eligible agencies: Any contract awarded from this solicitation shall be available to all Mohave members. Mohave members must have a current signed cooperative purchase agreement. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of Section 115 of the Internal Revenue Code. Mohave has over 430 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract will be at the sole discretion of Mohave's members.

14.16. Novation: If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

14.17. Order of precedence: In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Scope of work/services and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

14.18. Pricing extension errors: In case of error in extension of prices in the bid, unit prices shall govern.

14.19. Relationship of the parties: Vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.

14.20. Removal from prospective bidders list: Any bidder submitting a perfunctory bid with no serious intent of being accepted may be removed from Mohave's prospective bidders list. Any vendor not responding to two (2) consecutive Invitations for Bid for similar procurements may be removed from the prospective bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the prospective bidders list.

14.21. Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

14.22. Successful performance: The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful bidder from reasonable services required to ensure successful performance under the contract.

14.23. Title: Purchase orders placed under this contract are on behalf of Mohave's members. As such, title to goods passes directly from contract vendor to member.

15. PAYMENT

15.1. Billing: All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only.

15.2. Contacting member about payment: Contract vendor may contact member directly for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

15.3. Contract vendor invoice: Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoice must include member purchase order number and Mohave contract number.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals and incidental expenses (M&IE), permits, etc.).

15.4. Contract vendor payment: Member shall issue payment to contract vendor after receipt of invoice.

15.5. Correct billing: Contract products/services may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

If a member is invoiced at less than contract prices, contract vendor will invoice the member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

15.6. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager of a member(s) being placed on credit hold, within five (5) days of the action.

15.7. Payment time: Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

15.8. Prepayment: In accordance with the Uniform System of Financial Records and ARS § 15-905(N), prepayments may be requested on items that normally require prepayment in order to be procured or to receive a discounted price. Items not meeting these prepayment specifications may be paid only after receipt of goods and services.

15.9. Progress payments: Members may make progress payments under the following conditions: 1) Member and contract vendor agree to the terms of the progress payments prior to issuing a purchase order; 2) the purchase order describes the amounts/percentages to be paid and the dates/frequency of payment; 3) member accepts responsibility for verifying the validity of each payment application; 4) payments are made only after goods and/or services are verified; and 5) any such payments be made in full compliance with member's local governing entity rules and any and all other applicable state rules and regulations.

15.10. Quick pay discounts: Quick pay discounts may be offered to members, provided they have received the materials or services, and that such discounts are available equally to all members. Mohave must approve such discounts in writing and before they are offered to members.

15.11. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the 10th, 15th, 20th, 25th or 30th of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Make Mohave administration fees payable to Mohave Educational Services Coop., Inc. Payments shall be mailed to:

625 E. Beale St.
Kingman, AZ 86401

16. PREPARATION OF BID and BID FORMAT

- 16.1. Modification of bid:** A bidder may modify a bid in writing at any time before bid opening if the modification is received before the bid due date and time at the location designated in the invitation for bids for receipt of bids.
- 16.2. Bid forms:** The forms and format contained in the solicitation shall be used. Bidders may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed bids shall not be considered.
- 16.3. Bidder responsibility:** Bidder shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting bid. Failure to examine any requirements shall be at bidder's risk. Negligence in preparing a bid confers no right of withdrawal after due date and time.
- 16.4. Cost of bid preparation:** Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

17. PRODUCT LINES

- 17.1. Current products:** Bids shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the bid is submitted.
- 17.2. Discontinued products:** If a product or model is discontinued by the manufacturer, contract vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 17.3. New products/services:** New products/services must be submitted and approved by Mohave, prior to being offered to member. Mohave may reject any additions without cause. New products and/or services that meet the scope of work/services may be added to the contract. Contract vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service.
- 17.4. Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 17.5. Product line:** Bidders with a published catalog may submit the entire catalog. Mohave reserves the right to select products within the catalog for award without having to award all contents. Mohave may reject any addition of equipment options without cause.

18. PROTESTS

Protests shall be filed with Anita McLemore, the Director of Mohave Operations (the District Representative), and shall be resolved in accordance with Arizona Procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1196. *A protest must be in writing and must be filed with the Director of Mohave Operations at 625 E. Beale Street, Kingman, Arizona, 86401.* Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. A protest filed on the tenth day must be received by 5:00 pm, local AZ time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

A protest shall be in writing and shall include the following information:

- The name, address and telephone number of the interested party;
- The signature of the interested party or the interested party's representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Director of Mohave Operations, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs along with the costs for the hearing.

19. RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

20. SAFETY STANDARDS

Items supplied under the contract shall comply with applicable Occupational Safety and Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

21. SHIPPING

21.1. Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the contract.

21.2. Shipment under reservation: Contract vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

21.3. Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be that member is not charged more than the actual invoiced amount for shipping, and is prepaid by the contract vendor (PP&A). It is the member's responsibility to confirm shipping charges under the contract.

21.4. Shipping errors/risk of transportation: Shipping errors will be at contract vendor's expense. If contract vendor ships a product that was not ordered, contract vendor shall pay for return shipment at the convenience of member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

22. SUSPENSION OR DEBARMENT STATUS

Bidder shall include a letter in its bid notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes bidder or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

23. TAXES

23.1. Federal Excise Tax: Most members are exempt from paying Federal Excise Tax.

23.2. Payment of taxes: Member is responsible for payment of all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office.

23.3. Pre-tax prices: Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

23.4. Property taxes: Arizona public agencies may not pay state property taxes. (Arizona Constitution, Article 9, Section 2)

23.5. Reservation or tribal tax: If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

23.6. Transaction Privilege Tax (Sales Tax): Members may be liable for Arizona Transaction Privilege Taxes, which may include state, county and city taxes. Contract vendor is responsible for charging taxes correctly.

23.7. Taxes on construction: Contract vendors for construction-related projects must follow the latest tax requirements as described in current Arizona Administrative Code and Department of Revenue transaction privilege tax procedures.

Standard Terms and Conditions for Construction

Place after Tab 1c

1. BID SECURITY

- 1.1. Amount of bid security:** All bidders for a contract under this IFB shall include acceptable bid security in the amount of \$100,000 with the submission of their bid.
- 1.2. Bid security requirement:** School procurement rules [R7-2-1102 (A)] and as applicable in ARS § 34-222 and 41-2573, require that all competitive sealed bidding for construction have bid security, if the amount of the construction contract will exceed the amount established by ARS § 15-213(A). Bid security as a percentage of the bid amount is unacceptable, as this is a term contract with no specific bid amount. Bid security must be in the amount stated above in "Amount of bid security."
- 1.3. Form of bid security:** Acceptable bid security for this IFB will be a certified or cashier's check, or an annual or one time bid bond underwritten by a surety company licensed to issue bid bonds in Arizona [R7-2-1102 (B, C), ARS § 34-222 and 41-2573]. Bid security may be provided using the form found in the primary contract document pages of this IFB, with the principal being the prime contractor and the Obligee being Mohave Educational Services Cooperative, Inc. An agent of your licensed bonding agency shall sign the bond. If the original bond is not signed and/or has conflicting information, it shall render your bid nonresponsive.

2. CHANGE ORDERS

- 2.1. Adherence to specifications and drawings:** The contract vendor shall follow the requirements of all specifications and drawings as closely as actual construction and work of contract vendors shall permit. Should existing conditions or limitations require a major change or rearrangement, the change shall be allowed only upon issuance of a written change order.
- 2.2. Change order requirement:** Member and contract vendor shall establish a procedure for identifying and approving changes to the work. Member shall notify Mohave of any change that revises the cost of the project. Contract vendor shall not begin the revised work prior to receipt of the Mohave reviewed member change order.

Contract vendor agrees to follow all applicable rules and regulations for any change orders, including R7-2-1005 and as applicable in ARS § 41-2552.

Change orders shall be properly documented in writing. Minor changes mutually agreed between the member and the contract vendor that do not involve compensation may be made without informing Mohave, unless such change significantly modifies the scope of work and needs to be documented.

- 2.3. Costs for changes associated with improper checking or coordination:** The cost of any change in construction due to improper checking of site and/or other conditions, or coordination by contract vendor, shall be borne by the contract vendor, and the contract vendor shall not be entitled to reimbursement for such costs.

3. CONSTRUCTION CONTRACTS

- 3.1. Cancellation by Mohave:** Mohave reserves the right to cancel a contract resulting from this IFB if the original contract holder is sold and ownership is transferred to a new party. If Mohave cancels the contract, the cancellation clause will be exercised, as required.
- 3.2. Compensation:** Compensation for received goods, terms of progress payments, and a schedule of payments shall be described in the contract. The agreement shall state that Mohave will not be responsible for any late fees due the contract vendor by the member.

3.3. Member delays: As required by ARS § 15-213 (D), the contract vendor shall negotiate with member for the recovery of damages related to expenses incurred by the contract vendor for a delay for which the member is responsible, which is unreasonable under the circumstances and which is not within the contemplation of the parties to the contract between the two parties. Any such negotiations shall not void any provisions between the parties that require notice of delays, provide for arbitration or other procedure for settlement or provides for liquidated damages.

3.4. Construction contract requirement: In any contract between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. In any contract between the member and the contract vendor, the scope of work shall include all specifications, drawings, and other official documents. All applicable codes around which the contract is made shall be included, as will any technical specifications and general conditions. The contract vendor shall acquire and pay for all permits and approvals from local, county, state and federal offices needed to accomplish the work. Contract vendor shall be entitled to direct reimbursement for the cost of such permits.

3.5. Form of construction contracts: A contract between the member and the contract vendor for construction shall be an industry standard agreement. The parties may agree to use the American Institute of Architects (AIA) General Conditions of Contract for Construction Form A201 as a guide.

3.6. Member representative: All formal contact between the contract vendor and/or contract vendor's personnel and the member shall be processed through the member representative. The member shall designate the member representative at the time of purchase.

3.7. Terms of acceptance: Terms for acceptance by the owner and title to work must be clearly agreed upon and described in the contract. If any part of the construction requires the member to assume control before the completion, this shall be defined. Both parties shall agree on the definition of what constitutes final acceptance. Upon completion of the project, the worksite shall be left in a condition equal to or better than before the project.

3.8. Void provisions: A provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is against public policy of the State of Arizona and is void and unenforceable. (ARS § 15-213 and 34-227)

3.9. Work performed by the member: Work to be performed by the member must be clearly described and agreed upon prior to project start up.

4. CONSTRUCTION SCHEDULE

4.1. Schedule adjustment: The member retains the right to extend the schedule of work or to suspend the work, and to direct the contract vendor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any suspension. Any increases shall be invoiced per approved contract pricing as allowed in the agreement.

4.2. Schedule requirement: A schedule for performance of work that can be met without planned overtime is the responsibility of the contract vendor.

4.3. Work crew size: The cost for each project shall include all costs of all necessary trained personnel to complete the project on or before the completion date(s) set forth in the contract. The member shall not incur additional expense for upsized crews, nor overtime costs, which might be necessary for the contract vendor to complete the project on schedule.

5. COORDINATION

5.1. Conflict with member activities: The contract vendor and member shall coordinate activities so as to avoid conflicts. The contract vendor shall make every reasonable effort not to interrupt scheduled member activities with work under the contract. The contract vendor shall notify the member of any construction work that may negatively impact scheduled member activities due to noise, etc.

5.2. Coordination with other vendors: The contract vendor shall coordinate with other contractors.

5.3. Interruption of other work: The contract vendor shall employ such methods or means as will not cause any interruption of, or interference with, work of any other contractor on the project site.

6. DELIVERY OF CONSTRUCTION MATERIALS

6.1. Condition of materials on delivery: The contract vendor shall deliver materials to the worksite in new, dry, unopened, and well-marked containers showing product and contract vendor's name. Damaged or unlabeled materials will not be accepted.

6.2. Delivery requirement: The contract vendor shall deliver materials in sufficient quantity to allow for continuity of work. Delivery shall be coordinated with the member's representative.

6.3. Precautions: The contract vendor shall take all necessary precautions to protect its materials from damage, theft and misuse. The member shall have no responsibility for such precautions or protection.

6.4. Rejected and damaged material: Damaged or rejected materials shall be immediately removed from the work area.

7. INSURANCE

7.1. Course of Construction Insurance: Upon request from member, contract vendor shall purchase and maintain course of construction insurance equal to the estimated replacement cost of the property after completion of the entire work at the site as called for in the purchase order. The insurance form will be an "all risk" type policy with standard exclusions. Coverage shall include temporary structures, scaffolding and office trailers at the site, as well as materials and equipment at the site destined to become a permanent part of the property. Any additional costs associated with course of construction insurance must be identified in the pricing workbook.

7.2. Deductibles: Contract vendor shall pay the deductibles required by the insurance provided under this agreement.

7.3. Indemnification: During the life of the contract, contract vendor agrees to save and hold harmless Mohave and/or its members from any and all liability for loss or damage to persons or property arising out of the work required by the contract. Contract vendor further agrees to waive any right of recovery against Mohave and/or its members for damage to the property of contract vendor, whether caused by negligence on the part of Mohave and/or its members or otherwise. This provision includes specifically the waiver of right of recovery against Mohave and/or its members for fire damage to property under contract and not yet formally accepted by member even though said property at the time of loss may be occupied, in whole or in part, by member.

7.4. Proof of Insurance: Evidence of the required insurance shall be provided by means of a certificate of insurance naming Mohave as the certificate holder. In addition, contract vendor must be willing to provide, upon request, identical certification of insurance to any member using this contract. Upon request, contract vendor shall provide member with a certificate of insurance naming the member as an additional insured. All insurance policies shall include a clause to the effect that the policy shall not be cancelled or reduced, restricted or limited until thirty days after the member has received written notice, evidenced by a return receipt of a registered or certified letter, of the proposed action.

7.5. Scope of Insurance: Contract vendor's insurance shall provide adequate protection for contract vendor and contract vendor's subcontractors, respectively, against damage claims which may arise from operations under this contract, whether such operations are by the insured or by anyone directly or indirectly employed by the insured. All insurance must be written by companies incorporated within the United States (exclusive of Territories or Possessions) and licensed or authorized to do business in Arizona.

8. LABOR PRACTICES

- 8.1. Labor practices:** The contract vendor must agree to treat its labor in keeping with its labor contract agreement and to the best interest of the member. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the member must be limited to only those approved by the member.
- 8.2. Labor requirements:** The method and manner of performance must be stated: employees of the contract vendor are not employees of the member; the level of competency of the personnel will be subject to approval by the member; the contract vendor must agree to comply with all local, state and federal laws; adjoining property owners must not be annoyed by noise, pollutants, material hauling operations; procedures for dealing with fire, theft, and storm damage must be established; methods the contract vendor will use to guarantee safe job practices relating to the health and welfare of the member employees and contract vendor employees will be clearly stated.
- 8.3. Quality of work:** All work under the contract shall be accomplished by experienced craftsmen, helpers and laborers under the supervision of the foreman or supervisor.
- 8.4. Removal of Employee or Representative:** The member shall have the right to require the contract vendor to remove from the project any employee or representative of the contract vendor, its subcontractors or suppliers that the member may deem incompetent, careless, insubordinate, or otherwise unacceptable.
- 8.5. Supervision:** The contract vendor shall furnish the services of an experienced foreman or supervisor who will continually be in charge of work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work required under the contract.

9. LIQUIDATED DAMAGES

Any agreements on liquidated damages and early completion incentives shall be between the member and the contract vendor and must be agreed upon in writing prior to start up. If the member declines a liquidate damages or early incentive agreement, the contract vendor shall obtain a written and signed statement to this effect. Mohave shall not be a party to liquidated damages or early completion incentive agreements.

10. MEMBER COSTS

Temporary electrical service and the cost for power, the cost for water, and other member costs shall be identified in writing and agreed upon.

11. PERFORMANCE AND PAYMENT BONDS

11.1. Issuing performance and payment bonds: Upon execution of a contract between a member and the contract vendor, performance and payment bonds shall be provided to the member as required in ARS § 34-222, 34-223, 28-6923, 41-2574, or R7-2-1103 (A, B, C, D), as applicable. The contract vendor agrees to notify the member in writing of this requirement before accepting any work orders.

The contract vendor will supply Mohave with a copy of the bonds upon request. If the contract vendor fails to deliver any required performance or payment bond, the contract with Mohave may be cancelled.

Members who elect to waive these bonds must indicate their decision, in writing, to Mohave. For members who are required to obtain performance and payment bonds per the above requirements, contract vendor agrees to provide these bonds to the member.

11.2. Payment bond requirement: An irrevocable payment bond in an amount equal to 100% of the price specified in the contract between the member and the contract vendor shall be executed by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to the contract vendor for the performance of the work provided in the contract.

11.3. Performance bond requirement: An irrevocable performance bond in an amount equal to 100% of the price specified in the contract between the member and the contract vendor shall be executed by a surety company authorized to do business in Arizona.

12. PROGRESS PAYMENTS

12.1. Progress Payments on Construction: R7-2-1105 allows for progress payments if the contract vendor agrees to adhere to ARS § 41-2577 (B) (D) (F) and as applicable in ARS § 34-221. All progress payments must be invoiced to the member; it is the responsibility of the member to review and approve any estimates of work completed. If the member issues a written statement to the bidder that the estimate of work is not approved and certified, the member may withhold an amount from the progress payment the member reasonably expects to incur in correcting the deficiency set forth in the written finding, as permitted in R7-2-1105 (A). In such cases, the bidder agrees to hold Mohave harmless for any deficiency of payment.

Progress payments may be made to the contract vendor on the basis of a duly certified and approved estimate of work performed during the preceding month. The contract vendor must agree to pay any subcontractors or material suppliers within seven days of their receipt of the progress payment, unless otherwise agreed on in writing between the parties.

12.2. Schedule of payments: Once all bonds are in place, the contract vendor and the member will agree upon a schedule of payments based on identifiable milestones.

If any payment is delayed beyond 30 days from the due date, the bidder agrees not to charge Mohave interest on the late payment. Any late charges will be the total responsibility of the member. The bidder may extend any due date to avoid the requirement to pay interest in R7-2-1105 (D) and ARS § 41-2577 (E) and as applicable in ARS § 34-221.

Acceptance of final payment is a waiver of all claims except unsettled claims previously made in writing.

12.3. Subcontractor notification: A subcontractor to the prime contractor may request, in writing, that member notify the subcontractor in writing within five (5) days from payment of each progress payment made to the prime contractor [R7-2-1105 (C) and ARS § 41-2577 (C) and as applicable in ARS § 34-221]. Upon request, the prime contractor must provide Mohave or the members with a contact name, title, company name, mailing address and fax number for all subcontractors and suppliers that are covered by a payment bond.

13. PROJECT ADVERTISING

The contract vendor must agree that the member reserves the right to release information about the project and that any advertising of the project by the contract vendor must be approved by the member.

14. PROJECT COMPLETION

14.1. Project documents: Upon completion of the work, the contract vendor shall present the member with all documents necessary to closeout the project. Maintenance manuals, drawings, warranties on installed equipment, etc., shall be given to the member.

14.2. Unfinished work: Even if final payments are made, if the member discovers an unfinished job that should have been completed, the contract vendor shall complete the work in a timely fashion at no additional cost.

15. PUBLIC WORKS

15.1. Preservation: The contract vendor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. This requirement shall apply to the surface and hidden features of the property.

15.2. Receipt of public funds: Contract vendors and subcontractors will meet the requirements of ARS § 34, Article 3, for eligibility to receive public funds.

15.3. Residency requirement: ARS § 34-302 states that only persons who have been for not less than one year a bona fide resident of Arizona shall be employed in the performance in any public work. A public works contract is defined in ARS § 34-321 as "a contract to which the state or a political subdivision is a party involving the employment of laborers, workmen or mechanics in the construction, alteration or repair of public buildings or improvements." It shall be the responsibility of the contract vendor to comply with these laws, when applicable.

15.4. Restoration: The contract vendor shall repair, rebuild or otherwise acceptably restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contract vendor's expense, and is not subject to reimbursement by the member.

15.5. Rules, regulations and codes: Construction work on public buildings shall be in compliance with the state fire code unless a fire code has been adopted by the city, town, county or fire district in which the building is located. Public buildings shall be constructed in compliance with applicable building, plumbing, electrical, fire prevention and mechanical codes adopted by the city, town, county or fire district in which the building is located. If a public building is built in an area that has not adopted local codes, the building shall be designed or constructed according to the state fire code adopted by the state fire marshal and the building, plumbing, electrical, fire prevention and mechanical codes that apply in the largest city in the county in which the building is located. Public buildings are subject to those codes that apply and are in effect when the building is designed or constructed and to the currently adopted codes when a building is found to be structurally unsafe, without adequate egress, or a fire hazard or are otherwise dangerous to human life. "Public Building" means a building or appurtenance to a building that is built in whole or in part with public monies (see ARS § 34-461).

16. RETENTION

16.1. Retention requirement: Ten (10) percent of all contract payments shall be retained by the member as insurance of proper performance of the contract vendor. Contract vendor agrees to identify the amount to be retained on invoices to member for each progress payment.

When fifty (50) percent of the work is completed, one half of the amount retained shall be paid to the contract vendor if the contract vendor requests payment and if the member is satisfied with the progress of the work.

After the work is fifty (50) percent completed, no more than five percent of the amount of any subsequent progress payments shall be retained, unless the governing board of the member determines satisfactory progress is not being made, at which point ten percent retention shall be reinstated.

16.2. Substitute security: If the member and the contract vendor agree to a substitute security, the agreement must be in full compliance with R7-2-1104 (D, E, F, G), or 41-2576 as applicable to the purchasing member. If a substitute security is agreed to, the contract vendor must provide Mohave and the member with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against Mohave, or the member in relationship to the security assigned.

17. RULES, REGULATIONS AND CODES

17.1. Certification of personnel regarding renovations, repair, and painting: Personnel performing renovations, repair, and painting activities that disturb lead-based paint in target housing and child-occupied facilities constructed before 1978, shall comply with Part II, Environmental Protection Agency, 40 CFR Part 745, Lead; Renovation, Repair, and Painting program; Lead Hazard Information Pamphlet (<http://www.epa.gov/>).

17.2. Compliance: All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirement. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contract vendor must inform the member of the situation. The contract vendor will not construct any device or produce any condition that intentionally violates a fire or safety code or safety standard.

17.3. Hazard notification: Contract vendor must advise member whenever work is expected to be hazardous.

17.4. Liens/serial numbers: All materials shall be free of liens. Bids must be for equipment on which the original manufacturer's serial number has not been altered in any way.

18. SUITS FOR NONPAYMENT OR NONPERFORMANCE

All suits for nonpayment or nonperformance shall be filed as allowed in R7-2-1103 (F).

19. SURETY COMPANIES

Surety company requirements: Surety companies issuing bid bonds, performance bonds and/or payment bonds under this contract must be licensed by the Arizona Department of Insurance. Evidence of such license will be the name of the surety company as found in the license search database provided by the Arizona Department of Insurance (www.insurance.az.gov).

20. WARRANTY/MAINTENANCE CONTRACTS

20.1. Extended warranties/service contracts: The contract vendor or a manufacturer may offer extended warranties available at extra cost for members that agree to a maintenance contract. The maintenance contract shall be offered as a separate line item. Upon request, training must be offered by the contract vendor for the maintenance staff of the member and will be arranged before installation as part of the purchase contract. This training shall be priced per contract pricing.

20.2. Warranty work: The contract vendor shall perform all warranty work and remain available to the member should continued service be required after warranty obligations are met.

21. WORKSITE

21.1. Site access: The member shall provide an all-weather road to the site and prepare the site with room for construction equipment.

21.2. Site conditions: The condition of the site before start up shall be agreed upon between the member and the contract vendor and shall be written into the contract.

**General Terms and Conditions and
Standard Terms and Conditions for Construction
Acceptance Form**

Place after Tab 1c

Signature on Page 56 certifies complete acceptance of the General Terms and Conditions and the Standard Terms and Conditions for Construction in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and the Standard Terms and Conditions for Construction:

- We take no exceptions/deviations to the General Terms and Conditions and the Standard Terms and Conditions for Construction.

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the General Terms and Conditions and the Standard Terms and Conditions for Construction. All exceptions/deviations shall be clearly explained. Reference the corresponding general terms and conditions and/or Standard Terms and Conditions for Construction that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions and the Standard Terms and Conditions for Construction. Provide details on your exceptions/deviations below:

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted terms and conditions. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

Special Terms and Conditions

Place after Tab 1d

The following Special Terms and Conditions are in addition to the applicable General Terms and Conditions and Standard Terms and Conditions for Construction that appears on pages 35-54. Please review them and complete the *Special Terms and Conditions Acceptance Form* (page 34).

1. **DELIVERY**

- 1.1. **Default in one installment to constitute total breach:** Contract vendor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any member under this contract.
- 1.2. **Defective goods:** Contract vendor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contract vendor shall arrange for return shipment of damaged or defective goods.
- 1.3. **Delivery time:** Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

2. **FORM OF CONTRACT**

- 2.1. **Contract vendor contract documents:** Mohave will review prospective contract vendor contract documents. Contract vendor's contract documents shall not become part of Mohave's contract with contract vendor unless, and until, an authorized representative of Mohave reviews and approves them. If a firm submitting a bid requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the bid.
- 2.2. **Form of contract:** The form of contract for this solicitation shall be the Invitation For Bid, the awarded bid(s), and properly issued member purchase orders referencing the requirements of the Invitation For Bid.
- 2.3. **Parole evidence:** The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

3. **INSTALLATION**

Installation shall be scheduled directly with the member and be done in a reasonable amount of time. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by skilled and properly licensed individuals.

4. **INSURANCE**

- 4.1. **Liability insurance:** Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive public liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than \$2,000,000. Evidence of the required insurance shall be provided by means of a current certificate of insurance with the coverage as stated above, with your bid. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave as the certificate holder. **Place after Tab 2b.**

In addition, contract vendor must be willing to provide, upon request, identical certificate of insurance to any member using this contract.

- 4.2. **Subcontractor insurance:** Prior to commencing any work, any subcontractor shall procure and maintain at its own expense until final acceptance of the work, insurance coverage in a form and from insurers acceptable to the prime contractor. All subcontractors will provide workers' compensation insurance, which waives all subrogation rights against the prime contractor and member.

4.3. Workers' compensation insurance: Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

5. MEMBER AGREEMENTS

Some members may request the addition of specific requirements that would apply to products and services purchased under an awarded contract. These additional requirements shall be addressed through the use of an additional member agreement. In any agreement between the contract vendor and a member based on this contract, the terms and conditions of this contract shall prevail. Contract vendor and member must agree to all provisions in any additional agreements. If agreement requirements result in additional costs to the contract vendor, the contract vendor shall be entitled to direct reimbursement for these costs, in addition and separate from approved contract pricing. A copy of the additional member agreement shall accompany the member purchase order.

6. BID ACCEPTANCE PERIOD

A bid submitted in response to this solicitation shall be valid and irrevocable for ninety (90 days) after specified due date and time.

7. OVERVIEW

7.1. Bidder qualifications: It is preferred that the bidder has extensive knowledge and at least three (3) years experience with the installation, maintenance and provision of the services offered. Mohave reserves the right to accept or reject newly-formed companies solely based on information provided in the bid and/or its own investigation of the company.

7.2. Bid Bond: Bidder shall provide an original bid bond or alternate bid security in the amount of **\$100,000**. *Place after Tab 1f.* Note: Bid security as a percentage of the bid value (e.g. - 10% of contract award) is not acceptable.

7.3. Bonding Capacity: The required minimum single job bonding capacity for this contract shall be **\$250,000**. Provide a letter from your bonding agency describing your current bonding capacity (single and aggregate levels) and how much bonding capacity will be available for this contract. An agent of your licensed bonding agency shall sign the letter. If the original letter is not signed and/or has conflicting information, it shall render your bid nonresponsive. *Place letter from bonding agency after Tab 1f.*

7.4. Order cycle overview:

1. Member forwards purchase orders to Mohave that lists the contract number, along with a copy of detailed contract vendor quote. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails member order with "MESC Reviewed" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected invoices.

8. PRICING

8.1. Administration fee: Mohave's 1% administration fee shall be included in bidder's contract price. Contract vendor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.

8.2. Application of pricing: In Mohave's purchase order review process, the date Mohave receives a member purchase order or the date of a valid contract vendor's quote will generally be used to determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine the contract pricing that is in effect for an order when a contract vendor's quote does not exist or is invalid. However, other factors may apply.

- 8.3. Basis for pricing:** This contract shall be administered as a fixed price contract. Fixed prices offered shall include prices for all items. Fixed prices shall be firm and may be updated on a quarterly basis, unless there is an occurrence of one or more economic price adjustment contingencies described in *Tab 3c*. Pricing may be updated and shall be approved in accordance with the following schedule: July 1st, October 1st and January 1st, and April 1st, or unless adjusted by Mohave and contract vendor. Contract pricing shall be submitted 10-days prior to the next price adjustment period. Pricing may be lowered at any time.
- 8.4. Decimal places:** Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.
- 8.5. Effect of price:** No contract shall be awarded solely on the basis of price.
- 8.6. Fixed prices:** Fixed price bids shall include prices for any and all items. Fixed prices shall be firm until each quarterly update of the contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies (raw material, fuel or other surcharges) outlined in the bid. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of bid submittal and results from an increased cost to contract vendor that was out of contract vendor's control.
- 8.7. Fixed price review:** Mohave will review requests for fixed price adjustments to determine if the new prices or another option is in the members' best interests. New fixed prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.
- 8.8. Market basket:** If bidder is providing an alternative product in the Market Basket, bidder must provide specifications for those products. *White papers are not specifications and are not acceptable.*
- 8.9. Overcharges by antitrust violations:** Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contract vendor assigns to member any and all claims for such overcharges as to the goods or services used to fulfill the contract.
- 8.10. Price reduction and adjustment:** Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than 30 days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member.
- 8.11. Price workbook:** All bidders must complete the 15F Concrete and Ancillary Services Workbook titled "15F-0403 WB.xlsx". Provide a CD, USB, or similar electronic media device with the completed workbook in your response. Paper copies of the workbook are required. Failure to complete and submit the 15F Concrete and Ancillary Services Workbook shall render your bid nonresponsive. *Place after Tab 3a.* If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.
- 8.12. Reimbursement for transportation, mileage, lodging, meals and incidental expenses (M&IE):** Contract vendor may charge for transportation, mileage, lodging and M&IE costs for employees that are required to travel to perform services at member site under this contract. An overnight stay is required for lodging reimbursement. Mileage reimbursement shall be at a specified rate. Transportation charges are separate from mileage, and may include airfare, car rental, etc.
- Reimbursements under this section shall not exceed the rates listed in approved pricing, and may not exceed the actual charge. To be eligible for reimbursement, estimated charges must be on the quote and approved by the member. Receipts for such reimbursements must be provided upon request from the member.

8.13. Travel time, mobilization, or trip charges: Contract vendor may charge for travel time, mobilization, or trip charges under this contract. Travel time is a labor rate charged for time in transit to and from a job site, per person. Travel time may be used with mileage reimbursement, but shall be listed separately. Travel time charges are only applicable for out of area employees working in Arizona under this contract. Mobilization or trip charges are charges for the movement of equipment to the jobsite. Charges under this section shall not exceed the rates listed in approved pricing. Such charges must be on the quote and approved by the member.

8.14. Promotional pricing offers: Special pricing offers (e.g., quantity discounts, time sensitive, bundles) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single member is not acceptable. Mohave must approve special pricing before it is offered to any member.

9. SITE REQUIREMENTS

9.1. Cleanup: Contract vendor shall clean up and remove all debris resulting from their work as required or directed by member. Upon completion of the work, the premises shall be left in good repair and unobstructed condition.

9.2. Contract vendor employee fingerprinting: Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with ARS § 15-512 (H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor or individual employee as determined by the member.

An exception to this requirement may be authorized in member's Governing Board policy, for persons who, *"as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils."*

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

9.3. Onsite Contract Vendor Responsibilities: The contract vendor is responsible for ensuring that all onsite work performed under this contract meets or exceeds the OSHA standards, and is responsible for ensuring safe work performance of employees and subcontract vendors.

Contract vendor and its employees or subcontractors shall report accidents and incidents immediately to the member's responsible staff or its administration. The contract vendor is responsible for providing and obtaining appropriate medical and emergency assistance and notifying fire and law enforcement agencies, when necessary. Except for rescue and emergency measures, the scene of the accident or incident shall not be disturbed, and the operation shall not resume until authorized by the member's responsible staff or administration. The contract vendor must assist and cooperate fully with the investigation of the accident/incident and ensure availability of all information, personnel and data pertinent to the investigation.

For preemptive purposes, contract vendor and its employees or subcontractors shall immediately report to the member's responsible staff or administration all areas of concern that could potentially lead to accident or injury.

9.4. Preparation: Contract vendor shall not begin a project for which member has not prepared the site. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

9.5. Registered sex offender restrictions: For work to be performed at an Arizona school, contract vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contract vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the member's discretion.

9.6. Safety measures: Contract vendor shall take all reasonable precautions for safety on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contract vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public, and existing structures from injury or damage.

9.7. Smoking: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

9.8. Stored Materials: Upon prior written agreement between the contract vendor and member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials shall be provided to member prior to payment. Such materials shall be stored and protected in a secure location, and be insured for their full value by the contract vendor against loss and damage. Contract vendor agrees to provide proof of coverage and/or addition of member as an additional insured upon member's request. Additionally, if stored offsite, the materials shall also be clearly identified as property of member and be separated from other materials. Member shall be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the member, it shall be the contract vendor's responsibility to protect all materials and equipment. The contract vendor warrants and guarantees that title for all work, materials and equipment shall pass to the member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

10. SUBCONTRACTORS

10.1. Awarding subcontracts: Bidder agrees that any subcontract competitively solicited by contract vendor will not be awarded solely upon membership or non-membership in a union or professional association.

10.2. Entering subcontracts: Subcontracts shall incorporate by reference the terms and conditions of the Mohave contract.

10.3. Prime contractor: Contract vendor will be considered a prime contractor and not a subcontractor. Neither Mohave nor the member will establish a contractual relationship with subcontractors.

10.4. Subcontracts: No subcontracts shall be entered into with any unlicensed party. Contract vendor must use subcontractors openly, include such arrangements in the bid, and certify upon request that such use complies with the current rules of the Arizona Registrar of Contractors and the Procurement Code. No subcontracting costs may be hidden in a cost bid to member.

10.5. Subcontractor payment: Contract vendor agrees to pay subcontractors within seven days after receipt of payment from member, as required in Arizona procurement rules and code. If contract vendor receives any interest monies for delay of payment from member, contract vendor will pay subcontractor the correct proportion of interest paid. Complaints by subcontractor may be resolved as described in Arizona procurement rules and code. Failure to pay subcontractor for work faithfully performed and properly invoiced may result in the suspension or cancellation of this contract.

10.6. Use of subcontractors: Labor used to perform work under the contract shall permit the work to be carried on harmoniously and without delay, and that will not cause any disturbance, interference or delay to the progress of the project (e.g. engaging in strike, work stoppage, picketing, ceasing work due to a labor dispute). Subcontractor shall not employ anyone whose employment may be objected to by prime contractor, member or Mohave.

11. TERM OF CONTRACT AND EXTENSION

11.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contract vendor is so notified by Mohave.

11.2. Contract extension: Conditions for contract extension may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

11.3. Month-to-month extensions: Mohave reserves the right to offer month-to-month extensions if that is determined to be in the best interests of members.

12. WARRANTY/QUALITY GUARANTEE

12.1. Fitness: Contract vendor warrants that any equipment or material supplied to Mohave or its members shall fully conform to all requirements of the contract, all representations of contract vendor, and shall be fit for all purposes and uses required by the contract.

12.2. Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the equipment or materials to contract vendor by member.

12.3. Quality: Unless otherwise specified, contract vendor warrants that for two (2) years after acceptance of the equipment or materials by member, they shall be:

- Of a quality to pass without objection in the industry or trade normally associated with them;
- Fit for the intended purpose(s) for which they are used;
- Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
- Adequately contained, packaged and marked as the contract may require; and
- Conform to the written promises or affirmations of fact made by contract vendor.

12.4. Warranty requirements: Contract vendor warrants that all equipment, materials, and services delivered under this contract shall conform to the specifications. Any extended manufacturer's warranty shall be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor charges member for a replacement part that the contract vendor received at no cost under a warranty. Contract vendor shall provide a performance guarantee for all concrete work of at least two (2) years.

Special Terms and Conditions Acceptance Form

Place after Tab 1d

Signature on Page 56 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions:

We take no exceptions/deviations to the Special Terms and Conditions.

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below:

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific special terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute special terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted special terms and conditions. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

Scope of Work/Services

Place after Tab 1e

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting sources for concrete and ancillary services as specified within this Invitation for Bid. These products/services are requested for Mohave's statewide membership of over 430 public agencies. Contracts, in whole or in part, shall be awarded to bidder, or bidders, for an initial one (1) year term and four (4) potential one-year extensions.

The scope of work/services and minimum specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable processes and materials. Specifications are not intended to be exclusive or to restrict competition. Bidders may offer alternate solutions, which meet the quality and performance characteristics in the specifications. Mohave shall review such bids and be the final judge on the acceptance of any alternate solutions.

This is a new contract for Mohave. We are responding to member requests from around the state for products/services. We anticipate that contract volume from this solicitation will be significant in the first year, and increase in volume in subsequent years. This information is provided as an aid to vendors in preparing bids only. The pricing schedule shall apply regardless of the volume of business under the contract. Work shall be performed at various locations statewide.

2. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Invitation for Bids Issued	Monday, March 9, 2015
Pre-bid Conference Held	Tuesday, March 17, 2015 at 10:00 a.m. (local AZ time) Audio Only Pre-bid conference will be held utilizing WebEx telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	Friday, April 3, 2015 at 4:00 p.m. (local AZ time)
Published IFB Due Date and Time	Friday, April 10, 2015 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Bids	Friday, April 10, 2015 at 3:00 p.m. (local AZ time)
Notice of Intent to Award <i>(estimated date only)</i>	Friday, May 8, 2015
Execution of Contract(s) <i>(estimated date only)</i>	Friday, June 5, 2015

3. SUBMISSION OF BIDS

- 3.1. Bids should provide straightforward, concise information that satisfies the requirements. Expensive bindings and/or color displays are not necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.
- 3.2. The bidder must submit a bid following information detailed in the *IFB Instructions to Bidder and Checklist*.

4. CONTRACT TYPE

The term contract shall be fixed price.

5. AWARD CRITERIA

The award criteria for this solicitation are as follows:

Award(s) shall be made to the lowest responsive and responsible bidder(s) whose bid(s) conform to all material respects to the requirements and evaluation criteria below:

- 1) **Pricing Information:** Discount summary, electronic workbook and/or pricing documents, mobilization and travel charges, pricing methodology, bond methodology;
- 2) **Offer and Acceptance, Terms and Conditions, Scope of Work/Services and Specification Documents:** Offer and Acceptance, amendments (if any), acceptance of General and Special Terms and Conditions, Standard Terms and Conditions for Construction, Scope of Work/Services, Specifications with exceptions/deviations noted, bid bond/alternate security, bonding capacity;
- 3) **Required Information:** Complete response to the Method of Approach and Qualification and Experience pages, references (past performance information), certificate of insurance, company financials;
- 4) **Primary Contract Documents:** Completed primary contract documents, support and maintenance information, sample supplemental agreements;
- 5) **Additional Information:** Checklist form, descriptive literature and supporting printed data.

References and definitions used for specifications and in the solicitation: (acronyms used in the solicitation are noted in bold font below):

American Concrete Institute (**ACI**): www.concrete.org
Americans with Disabilities Act (**ADA**): www.ada.gov
American Hardboard Association (**AHA**): www.domensino.com/aha/
American Welding Society (**AWS**): www.aws.org
Arizona Department of Transportation (**ADOT**): www.adot.gov
Arizona Public Service (**APS**): www.aps.com
ASTM International (**ASTM**): www.astm.org
International Organization of Standards (**ISO**): www.iso.org
Maricopa Association of Governments (**MAG**): www.mag.maricopa.gov
Occupational Safety and Health Administration (**OSHA**): www.osha.gov
Pima Association of Governments (**PAG**): www.pagnet.org
Salt River Project (**SRP**): www.srpnet.com
Uniform Building Codes (**UCC**): www.iccsafe.org
US Army Corp of Engineers (**USACE**): www.usace.army.mil

Specifications

Place after Tab 1e

SPECIFICATIONS

Compliance with specifications: The fact that a manufacturer, supplier or bidder chooses not to produce or provide equipment, supplies and/or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Bidders shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

Deviations from specifications: Bidders will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the language. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final. Details for exceptions/deviations will be listed by specification number on the *Scope of Work/Services and Specifications Acceptance Form*.

Partial bids: Mohave will consider partial bids for award of a contract. Mohave will be the sole judge of products/services offered, and Mohave's decision shall be final.

Purpose of specifications: Specifications are designed to enable bidder to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If bidder believes a specification is unnecessarily restrictive, bidder must indicate such in its bid.

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers are used to describe the standard of quality, performance, and other characteristics needed to meet member requirements. Use of the name of a manufacturer, brand, make or catalog number is not intended to limit or restrict competition, nor does it restrict bidder from the submission of equivalent brands. However, Mohave reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials and equipment described in the solicitation. Mohave will be the sole judge on the question of equal quality, and Mohave's decision shall be final.

Requirement	Comply	Deviate*
1.1 General Requirements		
1.1.01 Contract vendor shall provide all labor, materials, equipment, and services required to complete each concrete and ancillary project according to a schedule developed with the member.	X	
1.1.02 Contract vendor and member shall agree to a scope of work, in writing and signed by both parties. Scope of work shall include, but not be limited to: condition of the site prior to start up; the work to be done; specific responsibilities of each party for all work tasks; milestones with dates and any other information needed to complete the project. Contract vendor shall provide a copy of this signed agreement to Mohave, if requested. <i>This agreed upon scope of work is not a contract to proceed. It is merely a mutual understanding of the scope of work.</i>	X	
1.1.03 All work shall be accomplished in accordance with the material and/or equipment manufacturer's instructions. Prior to performing any work, contract vendor shall make all personnel aware of such instructions.	X	
1.1.04 Contract vendor shall supervise all work, use qualified personnel and require personnel to be familiar with safety procedures, equipment operation, and manufacturer's installation requirements.	X	

1.1.05	Contract vendor's work responsibilities shall include all contract vendor planning, administration, and management necessary to provide all concrete and ancillary services as specified. Contract vendor shall perform the work in strict accordance with the contract and all current applicable federal, state and local laws, regulations, codes, or directives.	X	
1.1.06	Contract vendor shall properly dispose of all materials, debris or left over product according to current applicable federal, state and local disposal regulations from job site.	X	
1.1.07	During progress of the project, contract vendor shall keep a detailed record at the jobsite of all changes and corrections from the layouts shown in all provided drawings. Contract vendor shall promptly enter all such changes and corrections on contract or record drawings. Each sheet of the corrected set shall be stamped with "Record Drawings As-Built," or a similar notation.	X	
1.1.08	If the contract vendor uses subcontractors, the contract vendor shall guarantee that all work and materials used meet the specifications and requirements of an awarded contract. Any work that fails to meet the specifications and requirements of this contract shall be brought up to specifications at no additional cost to member, and within a reasonable time frame.	X	
1.1.9	Contract vendor shall conform to all current applicable ADOT, ADA, ISO, USACE, SRP, UCC and APS codes and standards.	X	
1.1.10	All materials and installation performed shall conform to current applicable ASTM, UCC, ACI standards and all other current applicable industry codes, specifications or standards.	X	
1.1.11	All work completed and materials used in Maricopa or Pima Counties shall conform to the current applicable standards, specifications and codes as described in the MAG or PAG regulations. Work completed in all other regions in Arizona shall conform to current applicable standards, specification and codes for those regions.	X	
1.1.10	Contract vendor shall observe all current applicable safety regulations as required by OSHA or other governing agency with jurisdiction over the project.	X	
1.1.11	Member shall establish hours allowed to work on project. Weekend work shall be permitted as long as contract vendor submits this request to member and member approves request.	X	
1.1.12	Contract vendor shall cut concrete according to the current MAG, PAG or other current applicable specifications as appropriate for other counties or jurisdictions for existing pavements and concrete, which are joined by new construction.	X	
1.1.13	Contract vendor shall use detectable warnings that conform to the current applicable ADA Accessibility Guidelines. Detectable warnings shall contrast visually with adjoining surfaces. Visual contrast shall be obtained by using safety yellow or other approved color. The color shall be an integral part of the material surface. The material is to be durable with a non-slip surface not subject to spalling, chipping, delamination, or separation. Prior to installation member shall approve all detectable warnings.	X	
1.2	Concrete		
1.2.01	Contract vendor shall provide the class of concrete that is appropriate to the work being accomplished or member's requirement. At a minimum, concrete shall be Class B unless otherwise noted.	X	
1.2.02	Contract vendor shall provide the following types of concrete including, but not limited to: standard, architectural, decorative, accelerated set, fiber-reinforced, flowable, pervious or insulated. Type of concrete provided shall depend on the application or member need.	X	

1.2.03	Contract vendor shall use aggregates in the concrete mix including, but not limited to: crushed stone, manufactured sand, gravel, sand or recycled concrete. Type of aggregate shall depend on application or member's requirement.	X	
1.2.04	Contract vendor shall ensure that concrete is cured by protection against loss of moisture and rapid temperature change in accordance with current applicable ACI standards.	X	
1.3 Cast-In-Place Concrete			
1.3.01	Contract vendor shall furnish and install cast-in-place concrete.	X	
1.3.02	Concrete admixtures shall be used to condition the concrete to meet specifications of work being performed and shall include, but not be limited to: air-entraining, accelerating, water-reducing or retarding.	X	
1.3.03	Concrete mixtures shall consist of cement, aggregate and water. The proportion of the cement, aggregate and water shall comply with current applicable ACI standards.	X	
1.3.04	Concrete accessories used shall include, but not be limited to: bonding agents, vapor barriers or floor hardeners.	X	
1.3.05	Bonding agents shall consist of two component epoxy resins, polysulphide-epoxy, polysulphide polymer epoxy or polysulphide polymer epoxy resin.	X	
1.3.06	Vapor barriers shall consist of 6-mil polyethylene sheet or heavy Kraft papers laminated together with glass fiber and over coated with polyethylene.	X	
1.3.07	Floor hardeners shall be metallic (e.g. magnesium fluosilicate and zinc fluosilicate with water) or a non-metallic hardener when hardened floor is subject to light or medium floor traffic.	X	
1.3.08	Concrete placement and finishing shall be completed in compliance with current applicable ACI standards.	X	
1.4 Exposed Aggregate Concrete			
1.4.01	Contract vendor shall furnish and install concrete with an exposed aggregate finish.	X	
1.4.02	Concrete mixture shall include, but not be limited to: cement, admixtures, aggregates, water, or bonding agent. Additional materials that may be used shall include, but not be limited to: cleaning agents or surface aggregates.	X	
1.4.03	Concrete shall be placed and vibrated to ensure that concrete is consolidated and that voids are filled.	X	
1.4.04	For formed concrete, forms shall be left in place until form removal can be effected without damage to the shape or strength of the concrete. Upon removal of the form surface cement paste shall be removed exposing the aggregate. Cover and continue curing procedures.	X	
1.4.05	For slabs, allow slab to cure until slab can be loaded without structural damage. Remove cement paste to expose no more than 40 percent of aggregate surface. Cover and continue curing procedures.	X	
1.4.06	Surface applied aggregate shall be evenly distributed on prepared concrete surface; aggregate shall be worked into surface to form a permanent bond. Continue curing procedures.	X	
1.5 Miscellaneous Precast Concrete Items			
1.5.01	Contract vendor shall furnish and install miscellaneous precast items. Precast items shall include, but not be limited to: stairs, planters, picnic tables, handrails, splash blocks and bumper curbs.	X	
1.5.02	Each precast item shall be complete and self-contained.	X	
1.5.03	Precast items shall be fabricated from concrete with a minimum strength of 3000 psi and be reinforced as required.	X	
1.5.04	Installation of precast items shall be completed per manufacturer instructions.	X	

1.5.05	Cleaning of precast items shall be accomplished after an installation. Cleaning processes used shall not change the character of exposed concrete finishes.	X	
1.6	Concrete - Formwork		
1.6.01	Contract vendor shall furnish and install structural cast-in-place concrete formwork.	X	
1.6.02	Contract vendor shall provide concrete formwork to include, but not be limited to: bollards, curbing, culverts, elevated slabs, slabs-on-grade, sidewalks, sidewalk ramps, driveways, pads or gutters.	X	
1.6.03	Contract vendor shall construct formwork using appropriate forms or machines designed to provide a specific finished form.	X	
1.6.04	All installations, formworks and accessories shall match existing materials as directed by the member.	X	
1.6.05	Formwork materials shall conform to current applicable ACI, AHA and ASTM standards and specifications.	X	
1.6.06	Formwork materials shall include, but not be limited to: corrugated or formed steel sheets with corrugations not less than 1/2"; exterior grade plywood with a minimum thickness of 3/4"; paper or fiber tubes constructed of laminate plies using water-resistant adhesive with a wax impregnated exterior; pan type 16 gauge steel with 1/4" concrete form hardboard or fiberglass at least .11 inch thick; lumber with a minimum thickness of 1" or void forms that are moisture-resistant treated paper faces that are biodegradable.	X	
1.6.07	Formwork accessories shall include, but not be limited to: form ties shall be metal and factory made; form coatings that shall not stain the concrete, absorb moisture or impair natural bonding; fillets for chamfered corners shall be wood strips or rigid plastic; dovetail anchor slots shall be galvanized steel with release tape sealed slot and bent tab anchors; flashing reglets shall be galvanized steel with release tape sealed slots and alignment splines for joints. Hardware shall include anchorages, spikes, nails, lag bolts and through bolts.	X	
1.6.08	Contract vendor shall ensure the forms are clean or reconditioned if reusing forms.	X	
1.6.09	Formwork shall be constructed to maintain tolerances in accordance with current applicable ACI standards.	X	
1.6.10	Formwork coating shall be applied prior to placing reinforcing steel, anchors or embedded items. Coating shall not be applied to surface where concrete surfaces shall receive special finishes.	X	
1.6.11	Chamfer strips shall be provided on external corners that shall be exposed.	X	
1.6.12	Formworks shall be removed in a progressive manner that shall prevent damage to the concrete.	X	
1.7	Concrete - Reinforcement		
1.7.01	Contract vendor shall furnish and install concrete reinforcement.	X	
1.7.02	Reinforcement materials shall include, but not be limited to: billet-steel bars, rail-steel bars or axle-steel bars that are plain or deformed with an uncoated or galvanized finish; welded steel wire fabric that is of a plain or deformed type fabric; stirrup steel, dowel steel or steel pipes with the ends closed with mortar, metal or plastic caps.	X	
1.7.03	Reinforcement accessories shall include, but not be limited to: wire ties that are 16 gauge black annealed wire; chairs bolsters, bar supports or spacers; supports for formed exposed surfaces shall be plastic protected wire or stainless steel.	X	
1.7.04	Reinforcement detailing and placement; laps and splices shall comply with current applicable ACI standards. Welding shall comply with current applicable AWS standards.	X	
1.7.05	Reinforcements shall be free from loose or flaky rust and mill scale.	X	

1.7.06	In slab beams, girders or reinforcing steel shall not be spliced at points of maximum stress. Dowels and ties bars in slabs on grade shall be placed at right angles to construction joints.	X	
1.7.07	Wire fabric reinforcements shall be continuous between expansion, construction and contraction joints in slabs on grade and between expansion joints in other slabs. Reinforcing bars shall not be continuous through expansion joints but shall be 2" clear from joints.	X	
1.8	Grout		
1.8.01	Contract vendor shall furnish and install grout for bases and joints.	X	
1.8.02	Contract vendor shall provide the following types of grout including, but not limited to: premixed, metallic, non-metallic, fluid and field-mixed.	X	
1.8.03	Grout shall be placed in accordance to current applicable standards or manufacturer specifications.	X	
1.9	Concrete Curing		
1.9.01	Contract vendor shall perform concrete curing using current applicable standards and manufacturer instructions.	X	
1.9.02	At a minimum the contract vendor shall protect concrete against loss of moisture and rapid temperature change for a period of not less than 7 days for normal concrete and 3 days for high early strength concrete.	X	
1.10	Specially Placed Concrete		
1.10.01	Contract vendor shall provide for the installation of pumped concrete.	X	
1.10.02	Specially placed shall comply with current applicable ACI standards.	X	
1.10.03	At minimum concrete pumps shall pump 100 cubic yards of concrete per hour. The type of pump used shall include, but not be limited to: piston, pneumatic or squeeze. Discharge lines shall be steel, coated aluminum or rubber hose.	X	
1.11	Second Pour Concrete		
1.11.01	Contract vendor shall provide for the installation of second pour concrete as directed by the member representative.	X	
1.12	Second pour concrete shall match the materials and mix used for the first pour concrete.	X	
1.11.03	Contract vendor shall prepare the surface and erect all forms, reinforcement and embedment required for the second pour concrete to be installed.	X	
1.11.04	Curing procedures used for the first pour concrete shall be used for the second pour concrete.	X	
1.12	Concrete - Accessories		
1.12.01	Contract vendor shall furnish and install concrete accessories.	X	
1.12.02	Concrete accessories shall include, but not be limited to: joint materials that include rubberized asphalt, polyurethane - base elastomeric, asphalt compound or liquid neoprene; sealers; water stops that included polyvinyl chloride or extruded neoprene.	X	
1.12.03	All joint surfaces where sealer shall be applied shall be clean, dry and free of loose concrete, dirt, oil or other foreign material.	X	
1.12.04	All joints shall be in accordance with current applicable ACI standards.	X	
1.13	Concrete Topping		
1.13.01	Contract vendor shall furnish and install concrete floor toppings.	X	
1.13.02	Concrete mixture shall consist of cement, sand and coarse aggregate. For non-skid surfaces the granolithic material shall consist of emery, hard mineral or non-staining metallic materials.	X	
1.13.03	Integral topping mixture shall be 1 part cement; 1 part sand and 2 parts aggregate.	X	
1.13.04	Base slab surface shall be roughened before topping placement.	X	

1.13.05 Mixture shall be spread evenly over base slab. Mixture shall be brought to the required depth and strike off level with a straightedge. Using a power-float finishing shall consolidate surface. Topping shall have a hard trowel finish. Control joints in topping shall be located directly above joints in base slab.	X	
1.13.06 Granolithic finish mixture shall be 1 part cement; 1 part sand and 1 1/2 parts aggregate mix. Topping shall be spread the same as the integral topping. Prior to final troweling, granolithic material shall be spread evenly and worked into the surface to provide for a complete bond.	X	
1.14 Rusticated Concrete Finishes		
1.14.01 Contract vendor shall furnish and install rusticated concrete finishes per member's requirement.	X	
1.14.02 Materials used as forms shall include, but not be limited to: overlaid plywood which is high density overlaid concrete form; Class 1 exterior grade or better plywood that shall be mill-oiled and edge sealed with legible inspection marks; chamfer strips that shall be made of clear white pine with a surface against the concrete that is planed, metal, PVC or rubber.	X	
1.14.03 Form construction shall provide the required sizes, shapes, lines and dimensions to provide continuous, straight, smooth exposed surfaces. Forms shall be fabricated for easy removal without hammering or prying against concrete surface. The number of joints shall be minimized and be made water tight to prevent leakage.	X	
1.14.04 Provisions shall be made in the forms to allow for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, inserts or other features required.	X	
1.14.05 Forms shall be oiled with form-coating compounds that shall not bond with, stain, nor adversely effect concrete surfaces or shall not impair subsequent treatments of concrete surfaces.	X	
1.15 Solid Board Concrete Finishes		
1.15.01 Contract vendor shall furnish and install solid board concrete finishes per member's specifications.	X	
1.15.02 Materials shall include, but not be limited to: overlaid plywood which is high density overlaid concrete form; Class 1 exterior grade or better plywood that shall be mill-oiled and edge sealed with legible inspection marks; fiberboard that is tempered, waterproof, screen back, concrete form hardboard.	X	
1.15.03 Form construction shall provide the required sizes, shapes, lines and dimensions to provide continuous, straight, smooth exposed surfaces. Forms shall be fabricated for easy removal without hammering or prying against concrete surface. The number of joints shall be minimized and be made water tight to prevent leakage.	X	
1.15.04 Forms shall be oiled with form-coating compounds that shall not bond with, stain, nor adversely effect concrete surfaces or shall not impair subsequent treatments of concrete surfaces.	X	
1.16 Alternate Concrete Finishes		
1.16.01 Contract vendor shall provide alternate concrete finishes per member's specifications.	X	
1.16.02 Alternate concrete finishes shall include, but not be limited to: polished, stamped, stained, dyed, overlay, or epoxy coatings.	X	
1.16.03 Contract vendor shall prepare the surface using the applicable grinding method, cleaning agents, resins, bonding agents, cement, sand, aggregate and admixtures to properly prepare surface concrete surface, form or precast item.	X	
1.16.04 Contract vendor shall use the current applicable standards and instructions to install finish to the type of surface being finished.	X	

1.17 Concrete Restoration and Cleaning			
1.17.01	Contract vendor shall provide for the restoration and cleaning of concrete surfaces, slabs, precast items and cast-in-place formwork items.	X	
1.17.02	Contract vendor shall clean or restore concrete surfaces using current applicable standards and instructions for the type of surface, form or precast item being restored or cleaned. Contract vendor shall use the appropriate cleaning agents, resins, bonding agents, cement, sand, aggregate and admixtures to properly restore or clean the concrete surface, form or precast item.	X	
1.18 Concrete - Supplies and Materials			
1.18.01	Contract vendor shall provide the following supplies and materials to include, but not be limited to: cleaners and additives; concrete forming and preparation; curing, sealing and coating; decorative concrete; hardscapes; patch and repair materials; site preparation tools and hardware.	X	
1.18.02	Contract vendor shall supply concrete tools including, but not limited to: brooms, brushes, trowels, jointers, groovers, floats, stamps, screeds, edging tools, spreaders, compactors, vibrators, expandable handles and gutter tools.	X	
1.18.03	Concrete vendor shall supply reinforcements and reinforcement accessories including, but not limited to: rebar, wire mesh, rebar ties, bolsters, highchairs, benders, cutters, fasteners, chairs, pliers, spacers and safety caps.	X	
1.18.04	Contract vendor shall supply concrete forms and form accessories to construct various formworks/flatworks including, but not limited to: curbing, gutters, driveways, sidewalks, patios, parking lots or lightweight paving. Forms provided shall be manufactured using the following but not limited to: steel, wood, plastic, cardboard or fiber.	X	
1.18.05	Contract vendor shall provide joint materials including, but not limited to: aluminum flashing, control joints, expansion foam, joint caps, joint fiber, PVC water stop and PVC flashing.	X	
1.18.06	Contract vendor shall provide patch and repair materials including, but not limited to: patch and overlay materials; crack and joint repair materials; bonding agents.	X	

***Exceptions/deviations must be listed on the *Scope of Work/Services and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

Scope of Work/Services and Specifications Acceptance Form

Place after Tab 1e

Signature on page 56 certifies complete acceptance of the Scope of Work/Services and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Work/Services and Specifications:

- We take no exceptions/deviations to the Scope of Work/Services and Specifications.**

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the Scope of Work/Services and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work/Services or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:**

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the substituted language. Unacceptable exceptions/deviations shall remove your bid from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

DBA Construction, Inc. performs all of the work described in the requirements of Section 1.1 through 1.18, however, most of the work outlined in the Full Pricing Schedule is covered by Sections 1.1, 1.2, 1.3, 1.5, 1.6, 1.7, 1.9, and 1.11. Sections 1.4, 1.8, 1.10, 1.12, 1.13, 1.14, 1.15, 1.16, 1.17 and 1.18 are specialty categories and will be priced on a case-by-case basis.



**COMMERCIAL WEST
INSURANCE AGENCY**

March 23, 2015

Mohave Arizona Cooperative Purchasing
625 E. Beale St.
Kingman, AZ 86401

Re: DBA Construction, Inc.
Bid # IFB 15F-0410
Concrete & Ancillary Services

To Whom It May Concern:

We are providing this information at the request of our insured, DBA Construction, Inc.

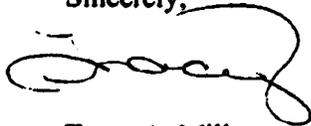
The Hartford Casualty Insurance Company has been their bonding company since 2012. They are approved for bonds covering up to a \$5,000,000 single limit and potential work program of up to \$12,500,000 aggregate.

We continue to be confident in DBA Construction's ability to perform and recommend them for your favorable consideration.

This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of our past experience and confidence in this firm. Any specific request for bonds will be underwritten on its own merit.

Please do not hesitate to contact me for any further or more detailed information.

Sincerely,



Tracy A. Miller
Attorney-In-Fact

Bid Bond

Place after Tab 1f

KNOW ALL MEN BY THESE PRESENTS:

THAT, DBA Construction, Inc.

(hereinafter called Principal), as Principal, and Hartford Casualty Insurance Company

a corporation organized and existing under the laws of the State of Indiana, with its principal office

in the city of Hartford, (hereinafter called the

Surety), as Surety, are held and firmly bound unto Mohave Educational Services Cooperative, Inc. in the

State of Arizona, (hereinafter called the Obligee) in the amount of \$100,000 for payment whereof the

said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and

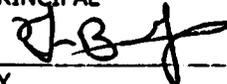
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Concrete and Ancillary Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorney fees as may be fixed by a judge of the court.

Witness our hands this 23rd day of March, 2015.

DBA Construction, Inc.
PRINCIPAL SEAL


BY
Hartford Casualty Insurance Company
SURETY SEAL

BY Tracy A. Miller, Attorney-In-Fact
Commercial West Insurance Agency
1225 W. Houston Ave., Ste. 101, Gilbert, AZ 85233
AGENCY OF RECORD

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 59-307001

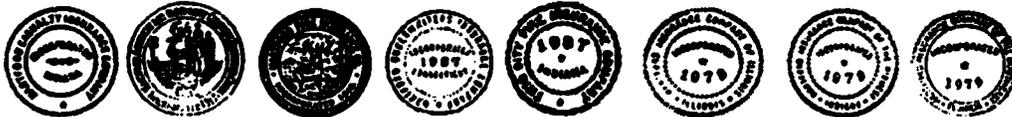
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint up to the amount of :

Kathy L. Duncan, Ronda H. Epperson, Carrie A. Brown, Jennifer R. Cooper, Jacob H. Grover, Tracy A. Miller, Aaron M. Schneider, Jeffery L. Steed of GILBERT, Arizona

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



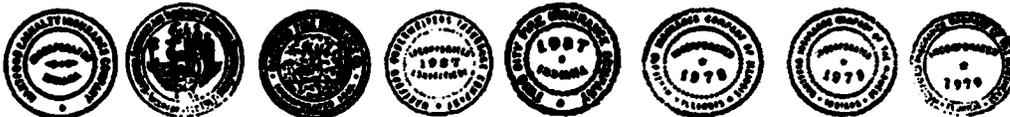
CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 23, 2015.
 Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Vice President

Supplemental Information – Method of Approach

Place after Tab 2a

Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that a bidder would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers for the questions. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your bid being considered nonresponsive.

1. Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract.
2. Bidder shall provide a project plan that describes how the bidder intends to implement the plan to Mohave and its members. This information will include, but not be limited to:
 - Account team structure and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes;
 - Communication process with Mohave and its members;
 - Any other value-added services that may benefit members.
3. Indicate how you will ensure your sales staff does not sell products or services that are not on contract or will not meet the public need.

SEE ATTACHED FOR DETAILED RESPONSES TO 1, 2 AND 3

Indicate if your bid is regional or statewide: Regional _____ Statewide X

If regional, indicate the regions in Arizona you will serve.

Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

Other than providing services that are not a part of this contract's scope of work, we have no limitations

to providing our services to the members of the Mohave Co-Op.

In the past three years, what percentage of your Arizona business do you estimate was in each geographical area identified below?

Maricopa/Pinal/Pima counties 50 %

Northern Arizona 10 %

Southern Arizona 3 %

If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

First, we will start by informing existing clients of our new contract and its capabilities. Second, we will open up
dialog with existing Mohave members with whom we have worked in the past to make them aware of the contract
availability, and third, we will call on members who are new to DBA Construction to introduce them to our services,
reputation, and contract availability.

How will you use local subcontractors to accomplish the work? What is the maximum amount of work you will subcontract to complete a job?

On average, DBA has provided self-perform services for 85% or more of the work we are contracted to complete.

In the event that a particular task order requires services outside our company's capabilities, we can and will

subcontract. Typically, we prefer working with subcontractors and suppliers local to the owner and/or job site to

ensure value pricing and speed in scheduling. This also helps the local economies. We have outstanding

relationships with subcontractors and suppliers across the State, having been in business since 1996 and

completing projects for other clients and other price contractors throughout the State.

SECURE, STRAIGHTFORWARD CONSTRUCTION SERVICES

SUPPLEMENTAL INFORMATION - METHOD OF APPROACH - TAB 2A

1. EXECUTIVE SUMMARY

Understanding clients' needs and responding to them with quality workmanship, a sense of urgency, and fair pricing are what sets DBA Construction, Inc. (DBA) apart from our competition. We have always provided our customers with excellent work, without claims, in almost 20 years in the heavy construction business. Our specialized experience in concrete placement and rehabilitation began as specialty subcontractors working for major primes in Arizona. Over the last 20 years, we have built upon that knowledge and the relationships built from providing quality work to achieve success as a General Contractor leading the industry in concrete construction. Our team is experienced and knowledgeable in the following work types and regularly performs these services:

- Concrete sawing
- Pavement rehabilitation
- Concrete spall repairs
- Concrete-lined / shotcrete evaporation ponds
- Soil cement
- Cast-in-place box culvert construction
- Concrete paving (PCCP)
- Headwall and other irrigation structure construction
- MSE wall construction
- Decorative concrete
- Concrete restoration (using Epoxy resin-based injections, methacrylate applications, carbon fiber wrapping)
- Runway / taxiway repair
- Concrete aircraft aprons / helipads
- Concrete demolition and removal
- Canal lining
- Concrete flatwork (curb, gutter, sidewalks) including rolled, extruded and ribbon curbing
- ADA ramps (per Federal standards)
- Poured-in-place concrete retaining walls
- Manhole adjustments
- Concrete pavers
- Concrete soundwalls/privacy walls using formliners / block-outs
- Concrete texturization / rustication
- Installation of precast concrete items
- Broom-finishing / tined-finishing

DBA by the numbers:

• 80+ employees	• 50+ pieces of company-owned heavy equipment
• 85% self-perform capabilities (on average)	• 250+ municipal projects
• 12 ongoing open-end/on-call contracts	• Self-certified small business with US SBA
• Zero lost-time accidents / zero recordables in 7 years	• 0.67 Experience Modification Rate

Our team has worked in every corner of the State of Arizona and these include highly remote locations, some within Reservation land and land overseen by the U.S. Forest Service or Arizona State Land. From the Grand Canyon to Nogales and from Page to Yuma, we are ready to serve Mohave and their members with fast response times and quality, safe work.

2. PROJECT PLAN

DBA's professional construction staff includes Project Managers, Project Coordinators/Engineers, Project Superintendents, Specialty Superintendents, Estimators, Heavy Equipment Operators, Carpenters, Concrete Finishers, CDL Truck Drivers, Laborers, Mechanics, Safety Personnel, and administrative staff including accounting, marketing/business development, and project assistants.

Our company organizational chart is included in this section. It identifies lines of authority and communication.

Our plan for implementing and executing the Concrete and Ancillary Services contract with Mohave is simple. Our designated Contract Manager, Jordan Hamula, will set up a meeting with the lead contracting representative with Mohave as soon as a contract is negotiated. Jordan will be Mohave's single-point-of-contact for this contract and he has full authority to act on behalf of DBA in all matters of construction and project management, including but not limited to, field and management decisions.

Members will be marketed by DBA's Business Development Manager, Jeanne Sapon, to introduce the company and inform, on behalf of Mohave, as to DBA's contract availability and business capabilities. Once a specific project is identified, either by DBA or via Mohave, Jordan will set up a scoping session with Mohave representatives and the client to obtain the project's scope of work, potential challenges, project schedule, discuss options for value-added ideas and innovations relative to construction methodologies. Once the scope of work has been agreed to by all parties involved, an estimate will be prepared with DBA's lead Estimator, Tim Ginter, P.E., estimating staff, and Jordan based on the provided Bid Schedule in this submittal. The estimate will then be turned over to the Mohave representative in charge for final review and approval. Once approval has been received by DBA, arrangements for site mobilization and crew assignments will be established and DBA will begin construction.

Value Added Services

Solving challenges and finding solutions to problems has always been a valuable tool used by DBA to help clients achieve success in their construction projects. This isn't a service we offer for alternative delivery projects (design-build, construction manager at risk, job order contracting) but something we aspire to provide for every project we undertake.

Part of the company's vision includes the values of Integrity and Flexibility. These values are included in every project we undertake and have proven to be a benefit both to our clients (in the form of lower costs or time saved), but also a benefit to DBA by affording us a reputation worthy of repeat work over many years. Examples of value-added ideas included in our recent construction projects are identified below in the table:

Project	Client	Value Added Innovation	Cost/Time Savings
Williams City Dam	City of Williams	Researched new mix design to replace mechanically-foaming concrete for filling abandoned pipe with approved grouted pipe.	75% of original specified materials
McKellips Park Lake Dam	City of Scottsdale	Instead of hauling off excavated rock, placed rock into lake for a natural fish habitat and eliminated hauling costs	
JOC for Concrete Repair & Replacement	City of Peoria	Traffic control plan enabled single lane closures allowing traffic to flow through roundabout	\$200.00
Breakaway Cable Terminal Replacements, Phases I & II	ADOT	Work sequencing plans enabled work at multiple sites simultaneously, shortening schedule.	39 days - reduced 33% of traffic control costs
Six Shooter Canyon Road	Gila County	Ideas for improvements to storm drain system and alternative material selection for rock wall/fence resulted in project savings	15% off of original budget
Coolidge Airport Airfield Improvements	City of Coolidge	DBA shop-fabricated a leveling/grading beam and attached it to a Gannon tractor, supplying an efficient way to grade a narrow stretch of parking apron subgrade.	This method allowed narrower sections of pavement to be removed, lessening impact to aircraft parking.



SECURE, STRAIGHTFORWARD CONSTRUCTION SERVICES

3. SALES PLAN

DBA's intent for this contract with Mohave is to provide Concrete and Ancillary Services to Mohave's members per the contract's scope of work outlined. As our contract with Mohave is to provide Concrete Construction services, and only those services, our intent for sales (or business development) is to sell members on the use of the contract only.

In the event a Mohave member approaches DBA about providing additional services outside the contract scope of work, we will inform Mohave of the request, and provide a fair and equitable estimate for executing the work. DBA will keep Mohave informed of any communications between our Project Manager and the member about requests for any work outside the scope of the contract. It is not DBA's intent to directly compete with other Mohave contract-holders for services not in our scope of work. Our Business Development Manager and other staff will not actively promote services to Mohave members outside our defined scope of work.



Supplemental Information – Qualifications and Experience

Place after Tab 2a (except as noted below)

Bidder shall respond to each item below. The information will be used to assist Mohave in evaluating the qualifications and experience of the bidder. Do not use "boilerplate" answers for the questions. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your bid being considered nonresponsive.

1. Write a *brief* history of your company that includes length of time in business and your firm's philosophy of doing business. If bidder has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification.
2. Provide the address for your company's headquarters. Provide addresses for any branch offices in Arizona. Indicate how long your company has provided the services/products you are proposing. Provide names, titles, qualifications and experience of the key people who will support this contract.
3. Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate bids and will not be made available to the public.*

Bidders may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Bidders are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential. **Place after Tab 2c.**

4. Indicate if any of the products you are offering received any awards or nominations for excellence. Indicate if the products offered in the bid meet applicable industry standards. List applicable awards and/or standards.
5. Indicate if your firm would qualify as a minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned, etc.). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license and written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws and stock certificates for corporations. **NOTE: This information is used for reporting purposes only and is not a factor in evaluation.**
6. Include information regarding your authorization to submit a bid for the specified products/services and that you can provide the services if awarded a contract. Indicate if you are a bona fide dealer for the products/services in the bid or if you are a manufacturer of the products/services in the bid.
7. Provide a letter of reference from three (3) different Arizona public agencies where work has been successfully accomplished/products and have been sold in the past five (5) years, for specific goods/services related to this solicitation. If you cannot provide three (3) Arizona public agency letters of reference, provide other public agency references. Include the reference letters in your response. Reference letters sent directly to Mohave on your behalf cannot be accepted. The letters of reference should provide the following information:
 - Organization's name and location
 - Organization's representative and contact information (phone and email address)
 - A brief description of the work, when and where the work was performed
 - Any specific issues that may be pertinent regarding the work performed
 - Letters shall be properly dated, signed and on organization's letterhead



DBA Construction, Inc.

Board of Directors

President
Tom Drysdale

Executive Assistant/Receptionist
Jennette Roberts

Structures Superintendent
Brett Olsen

Foremen
Tony Peluso
Rob Ochoa

Carpenters/Finishers

Laborers

Field Superintendents
Bill Thomas
Delbert Lewis
Terry McBroom

Foremen
Adam Pitts
Arden Crosby
Dave Newby
Ryan McCreery

Operators

Truck Drivers

Laborers

Controller
Norm Smith

HR/Accounting/
Payroll/Office
Margaret Edwards

Business Development
Manager
Jeanne Sapon

Safety Manager
Jim Anderson

Safety Specialist
Michelle Cavin

Preconstruction Manager/
Vice President
Tim Ginter, P.E.

Estimators
Craig Schepp

Project Managers
Bob Maurer
Jordan Hamula
Mark Thomas
Matt Woolwine

Assistant Project
Manager/Coordinator
Dan Gerhard, EIT

Shop / Mechanic
Supervisor
John King

Office Assistant
Tanya Yarrow

Mechanics
John Vandermeulen
Bobby Hudspeth
Bob Brenner
Monica Tineo

SUPPLEMENTAL INFORMATION - QUALIFICATIONS AND EXPERIENCE - TAB 2A

1. COMPANY HISTORY

DBA is a Phoenix-based, privately-held "S" Corporation incorporated in Arizona in 1996. The firm holds contractor's licenses in Arizona, New Mexico, and Texas with licenses pending in Nevada and Louisiana. As a General Engineering "A" license holder, DBA is qualified to perform all forms of construction and we are certified by the Arizona Department of Transportation (ADOT) to perform all classes of construction. Beginning our business in 1996 as a specialty subcontractor in concrete placement, we have grown the business to include earthwork (clearing, grubbing, rough and fine grading, drainage, etc.); paving (concrete and asphalt); cast-in-place and precast concrete structures; concrete flatwork (curb, gutter, sidewalks, ADA ramps, etc.); hardscaping and decorative concrete.

Our company values of Quality, Safety, Flexibility and Integrity have proven to guide us in our decision-making in all manners of business. These values and our commitment to them has provided us with an excellent reputation amongst clients, subcontractors, suppliers, and designers who continue to provide us with repeat work.

As a well-established, quality contractor with a reputation for excellent hiring practices, DBA has always been able to attract quality construction professionals. Many of our hires were recommended by existing staff. Relative to safety, proper safety standards are employed on every job. This includes a well-established accident prevention program and oversight of the program by our corporate Safety Manager, Jim Anderson. DBA requires a drug-free and safe work environment and each employee is subject to pre-employment screening and training protocols including a 7-year background check for security purposes.

2. OFFICE LOCATIONS

DBA's corporate office is located at 1833 South 59th Avenue, Phoenix, Arizona 85043. This location includes DBA's administrative offices, equipment and maintenance yard.

3. BANK LETTER (SEE ENCLOSURE - TAB 2c)

4. APPLICABLE AWARDS

DBA has received the following awards for projects completed in Arizona:

- "Sentinels of Safety" Award for the Vulcan Materials 24th Street Pit project from the Mine Safety and Health Administration
- "Build Arizona" Award for the CMAR Black Canyon Lake Spillway project from the Arizona Chapter of Associated General Contractors
- "Excellence in Partnering" for the Breakaway Cable Terminal Replacement project for ADOT from the State of Arizona

5. MINORITY-OWNED FIRM QUALIFICATION

DBA is a self-certified small business registered with the U.S. Small Business Administration. We are not, however, disadvantaged or minority-owned.

6. AUTHORIZATION TO SUBMIT

DBA is a licensed, bonded and insured General Engineering contractor in the State of Arizona. We are listed in the Registrar of Contractors in "good standing". The Bondability Letter requested from our Bonding Agent is included in this package along with our Bid Bond.

7. LETTERS OF REFERENCE (SEE ENCLOSURES - THIS SECTION)



March 5, 2015

Mr. Tom Drysdale
DBA Construction, Inc.
PO Box 63035
Phoenix, AZ 85082

Re: Completion of Helmet Peak Access Road Improvements Project, Contract
No. C14118 – Central Arizona Project

Tom,

I wanted to take the opportunity to thank you for the excellent work you performed for us on the Helmet Peak Microwave Tower Access Road. It was a pleasure working with everyone from your company that I dealt with on the project.

Beginning with my initial conversation with you, the response and dedication to the project was clearly exhibited. We needed to initiate and complete the work in a timely manner and DBA Construction (DBA) was certainly the correct choice for the work. Not only did DBA complete the work in an efficient manner, the end product was superior.

Thanks again for the great job; we look forward to working with you in the future.

Sincerely,

Rick Buelow

Digitally signed by Rick Buelow
DN: cn=Rick Buelow, o=CAPACD,
ou=Engineering, email=rbuelow@cap-az.com,
c=US
Date: 2015.03.05 09:33:31 -0700

Rick Buelow
Senior Contract Administrator

C: Project File



City of Peoria

Engineering

9875 N. 85th Avenue, Peoria AZ 85345
Ph: 623-773-7212 Fax: 623-773-7211

September 25, 2012

Mr. Tom Drysdale, President
DBA Construction, Inc.
P.O. Box 63035
Phoenix, Arizona 85082

Reference: Performance Commendation
City of Peoria Job Order Contract ACON37511
Miscellaneous Concrete & Sidewalk Construction

Dear Tom,

I want to congratulate DBA Construction, Inc. on being awarded a second term for the above mentioned 5-Year Job Order Contract (JOC) with the City of Peoria.

The team at DBA has been an outstanding JOC partner to the City of Peoria on every job order you have been awarded. Your company's immediate responsiveness to our requests, flexibility in proposal negotiations, quality of work, and value-added innovations are what make DBA a great JOC contractor. Promises are always kept relative to schedule and an ever increasing limited budget. Every one of your projects is completed in a safe manner, protecting commuters, pedestrians and workers. Your project management staff work alongside our traffic department to minimize impacts to the traveling public and our Project Managers are pleased with ideas you bring to the table to complete the work faster or minimize costs to the City. I understand that you have also received favorable comments from homeowners and business owners adjacent to your jobs. This makes my job easier, knowing that problems are being solved at the field level and City Hall is relieved of phone complaints.

Working with your team has been a pleasure for City staff, from Contracting through Engineering to Field Inspections. We look forward to continuing our relationship with DBA on this JOC into the next four years and hope you will consider competing for other alternative delivery projects in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Nissen".

Dan Nissen, P.E.
Assistant City Engineer



Janice K. Brewer
Governor

John S. Hallenbeck
Director

Arizona Department of Transportation
Intermodal Transportation Division
206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Jennifer Toth
State Engineer

May 1, 2012

Mr. Tom Drysdale
President
DBA Construction, Inc.
P.O. Box 63035
Phoenix, Arizona 85082-3035

Reference: Performance Commendation

Dear Tom,

I want to thank you and commend you and your fine staff at DBA Construction for the excellent work you performed for ADOT on the Valleywide Barrier Cable Terminals (BCT) Replacement project.

As a result of FHWA's mandate to improve the likelihood of survival on barrier crashes along major highways, the existing BCT's are being systematically replaced along four state highways (SR-101L, SR-202L, SR-143 and SR-87) and three major freeways (US-60, I-17 and I-10) within Maricopa County for a total of 109 separate sites in the first phase. The BCT's are being replaced with updated and improved Impact Attenuators that have been proven to absorb the impact from errant vehicles lessening the probability of involving additional vehicles.

Your team, led by Bob Maurer, Project Manager, provided outstanding service to ADOT by thoroughly communicating your schedule and work plans with ADOT staff and planned traffic detours way ahead of time; developing solutions to manage labor and other resources minimizing traffic impacts; and have been flexible and cooperative with ADOT and other stakeholders to provide complete sections of the project within the budget and ahead of schedule.

My team and I are extremely pleased with the work you have completed to date and are looking forward to the work planned for phase 2. Your attention to detail and ability to partner with ADOT and others on this very important project, demonstrates to ADOT that DBA Construction is a superior contractor in Arizona and one that we would consider for future work with the department. I look forward to having additional opportunities to work with you and your staff on future endeavors together.

Sincerely,

Julie Gadsby, P.E.
Senior Resident Engineer

Indicate if your bid is regional or statewide: Regional _____ Statewide X

If regional, indicate the regions in Arizona you will serve.

Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

Other than providing services that are not a part of this contract's scope of work, we have no limitations

to providing our services to the members of the Mohave Co-Op.

In the past three years, what percentage of your Arizona business do you estimate was in each geographical area identified below?

Maricopa/Pinal/Pima counties 50 %

Northern Arizona 10 %

Southern Arizona 3 %

If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

First, we will start by informing existing clients of our new contract and its capabilities. Second, we will open up

dialog with existing Mohave members with whom we have worked in the past to make them aware of the contract

availability, and third, we will call on members who are new to DBA Construction to introduce them to our services,

reputation, and contract availability.

How will you use local subcontractors to accomplish the work? What is the maximum amount of work you will subcontract to complete a job?

On average, DBA has provided self-perform services for 85% or more of the work we are contracted to complete.

In the event that a particular task order requires services outside our company's capabilities, we can and will

subcontract. Typically, we prefer working with subcontractors and suppliers local to the owner and/or job site to

ensure value pricing and speed in scheduling. This also helps the local economies. We have outstanding

relationships with subcontractors and suppliers across the State, having been in business since 1996 and

completing projects for other clients and other price contractors throughout the State.

Place after Tab 3b

Mobilization and Travel Description

If mobilization and/or travel rates are applicable, describe how they are calculated, and when they are necessary, (e.g. 50 miles from origin, etc.). Include information regarding what the mobilization and travel rates cover. (See **Pricing: Reimbursement for Transportation, Mileage, Lodging, Meals and Incidental Expenses** in the Special Terms and Conditions.)

Mobilization includes equipment and personnel. In the case of personnel, DBA provides a per diem for salaried employees (PM, Superintendent, Project Engineer, etc.) that is equal to \$145/night which includes lodging (if outside the Phoenix metro area for more than a day), food, and transportation is covered with company-owned pick-up trucks. Hourly employees are reimbursed at the rate of \$75/night for the same arrangement with the exception of company-owned pick-up trucks. Transportation for hourly personnel is usually provided with carpooling or the use of personal vehicles. Mobilization of heavy equipment is billed at DBA's transport rate of \$140/hour (port-to-port).

Contingencies for Economic Adjustments Description

Outline any contingencies for economic adjustments. (See **Basis for Pricing** in the General Terms and Conditions.)

N/A

Volume Discount Description

Provide a description as to how your volume discounts (if offered) will be managed under an awarded contract.

DBA is not offering any volume discounts for this contract.

Place after Tab 3c

Bond Methodology Description

Provide detailed information explaining the methodology to be used when bonds are applied to projects. Describe in detail the method your surety company requires you use (e.g., bonds are applied before sales tax is applied, bonds are applied after sales tax is applied, etc.) Mohave will use this information to verify that your firm is consistently charging bonds in the same manner under an awarded contract.

Bonds can be acquired for Mohave members using two different methods if approved by Mohave. First, DBA can obtain individual bonds for each task order if task orders are contracted in low volume (1, 2, or 3, etc.). In the event the member is interested in issuing an open-end purchase order for multiple task orders across several locations

simultaneously or for longer terms (6 months, etc.), DBA can obtain a bond amount covering the estimated value of the task orders up to a stated amount (e.g., \$500K), which can be updated or increased on an as-needed basis.

For project sizes: \$0.00 to \$150K - Bond Rates are 1.2% of the project total

For project sizes: \$150K to \$1.5M - Bond Rates are 1.1% of the project total

For project sizes: Over \$1.5M - Bond Rates are 1.0% of the project total

Delivery of Services to Remote Areas Description

Outline any processes or procedures that would be used to deliver services to members in outlying or remote areas.

DBA has completed many projects in remote areas of the State since 1996. We are capable of staffing and mobilizing equipment in remote areas within 3 days of a contract negotiation for the task order. Depending on the distance, DBA may choose to pay employees to stay overnight near the jobsite.

EVALUATION REQUIREMENTS - PRICING INFORMATION - TAB 3C

QUALIFICATIONS FOR MOHAVE PRICING

- The aggregate base course (ABC) and concrete quantities are bid in full-truck increments
- All project sites are to be fully accessible by conventional equipment
- Traffic control is to be priced on a case-by-case basis and is not included in the attached prices
- Taxes will vary from location to location and are not included in the attached prices
- Quality Control Testing and Survey costs are not included in the attached prices
- Water supply and delivery will vary from location to location and the associated costs are not included in the attached prices
- If the mobilization fees for multiple items are utilized for one project site (demolition and grading, for example), not all of the mobilization fees may be necessary, there could be some savings for the particular task order
- Prices quoted do not include TERO fees or hiring preferences

SECURE, STRAIGHTFORWARD CONSTRUCTION SERVICES

General Information

Solicitation Number: 15E-0403

Name of RFP: Concrete and Ancillary Services

Contract Vendor's Name: DBA Construction, Inc.

Section One: Restock, Shipping and Bond Information

Bond Rates:
Project Size \$0 through \$150,000 Bond Rate = 1.2% of project total

Project Size \$150,000 through \$1,500,000 Bond Rate = 1.1% of project total

Project Size over \$1,500,000 Bond Rate = 1.0% of project total

Section Two: Lodging, M&IE, Mileage, Mobilization, and Travel/Drive Rates

Lodging:
On projects that are out of the Phoenix metropolitan area that require and overnight stay the Supervisors (Superintendent, Foreman, Project Manager, Project Engineer) are given \$145 per night for lodging and per diem, hourly personnel (laborers, operators...) are given \$75 per night for lodging and per diem.

M&IE (Meals and Incidental Expenses):
The lodging section above includes Meals / travel / per diem costs.

Mileage:
The lodging section above includes Meals / travel / per diem costs.

Mobilization:
Mobilization using DBA Construction's equipment transport will be billed at \$140.00 per hour, port to port. Any outside transport services, such as permits, pilot cars, or oversize loads will be billed at invoice +15%.

Travel/Drive Rates:
For travel time to and/or from the project, labor time will be billed at the applicable hourly rates.

Travel/Drive Rates:
For travel time to and/or from the project, labor time will be billed at the applicable hourly rates.

Section Three: Fees and Service Rates

Dumpster Fees:
Dumpster fees will be billed at actual invoice amount + 15%.

Permit Fees:
Permits will be billed at actual invoice + 15%. Typically for under 1 acre, an AZPDES permit costs \$250.00, for project sizes greater than 1 acre up to 40 acres the AZPDES permit costs \$350, and for projects greater than 50 acres costs \$500.00. Individual municipal permits vary in cost depending on the agency.

Design Services:
For design services associated with this project DBA will team up with an engineering/design firm to provide the required services.

Labor Rates:

Replace the text below with a description of each of your labor service rates. Replace the "Labor Description" below with the name of the labor rate (i.e., Service Technician I). Replace the "Labor Rate" below with the actual rate, or range of rates. Include regular, overtime, weekend and holiday rates for that specified labor type. Add additional line items as necessary to describe all of your labor rates. Indicate "N/A" if labor rates do not apply under an awarded contract. (NOTE: Labor Rates not included in the concrete fixed prices may be included in Section Four or on the Product and Services Price List.)

Type of Labor Rate	Normal Hours	Overtime Hours	Weekend/Holiday Hours
Project Manager	\$87.30	\$111.30	\$111.30
Project Engineer	\$77.72	\$99.10	\$99.10
Safety Manager	\$68.65	\$87.55	\$87.55
Superintendent	\$90.45	\$115.35	\$115.35
Foreman	\$72.15	\$92.00	\$92.00
Crane Operator	\$53.30	\$67.95	\$67.95
Equipment Operator	\$39.25	\$50.05	\$55.05
Concrete Carpenter	\$41.45	\$52.85	\$52.85
Concrete Finisher	\$41.45	\$52.85	\$52.85
Grade Checker	\$38.90	\$49.60	\$49.60
Truck Driver	\$28.30	\$36.10	\$36.10
Laborer	\$26.40	\$33.70	\$33.70
Mechanic	\$46.30	\$59.05	\$59.05

Section Five: Volume Discount Information

Volume Discounts:

Replace the text below with a description of your volume discounts. (NOTE: Volume Discounts may be included on the Product and Services Price List.)

No volume discounts are offered with this proposal.

Required Market Basket pricing
 Submit Bidder's Name
 Review Pricing Information in Tab 3 and the Special Terms and Conditions for additional pricing requirements and instructions.
 *The market basket provided in the price workbook is to be used by the bidder to ascertain the type of work being requested in the bid
 *Bidder will choose which regions are used to ensure fair and equitable pricing competition
 *The Market Basket does not represent an actual job
 *If pricing information is not provided, your bid shall be considered non-responsive.

Market Basket Number One
 *Reconstruct 20' section of median drop off. Remove and dispose of existing gutter, curb and sidewalk. Repgrade area and replace gutter, curb and sidewalk. Install one handicap ramp and three safe entry sidewalk between existing retaining walls. Gutter and curb shall be topped with a height of 6". The sidewalk shall be 6" wide and have a depth of 4" with appropriate subbase and reinforcement.
 *Soil conditions are normal, no special considerations.
 *Concrete strength shall be 3000 psi.

1	240 Linear Foot	6" Thickness, Asphalt Saw Cutting	\$0.00	\$0.00
2	240 Linear Foot	6" Thickness, Concrete Saw Cutting	\$0.00	\$0.00
3	15 Cubic Yard	Demolished Concrete, Asphalt, Dirt, etc	\$0.00	\$0.00
4	400 Square Foot	Five Grade Area	\$0.00	\$0.00
5	1600 Square Foot	4" Thickness, Gravel/Place ABC	\$0.00	\$0.00
6	120 Square Foot	Fineworks, Forms	\$0.00	\$0.00
7	320 Square Foot	Concrete Flatwork with Rebar	\$0.00	\$0.00
8	40 Linear Foot	Concrete Curb and Gutter	\$0.00	\$0.00
9	3 Each	Safety Bulbhead, 4" Diameter, Concrete Filled	\$0.00	\$0.00
10	2 Each	Sign Post, 8" Sign Post	\$0.00	\$0.00
11	Estimated Crew Size/Vehicles			
				Total \$0.00

Market Basket Number Two
 *Install Concrete Walls at two entry locations for administration building. The walls shall have the appropriate steel reinforcement. The walls shall be placed on either side of the entry sidewalks. The perpendicular and luted up to the existing sidewalk that fronts the building. The walls shall extend the 120' between the two entry ways and 40' to an existing retaining wall off to the side of one entry. The walls shall have an appropriate subbase and reinforced footing. The walls shall be 2' high and 1' wide. The wall shall be built with a backfill sloped towards the building approximately 8' from wall base. The walls shall be topped with appropriate drainage installed and shall be integrated with any existing building drainage system.
 *Provide 4 pre-cast concrete security planters for two entries. Each entrance will have 2 security planters placed as an effective security barrier. The security planters shall be square (36" x 36" x 30"), rest with 6 drainage holes in the base. The surface shall be exposed aggregate and the color shall be natural river rock or light brown. Fill for the planters shall be provided by the member.
 *Soil conditions are normal, no special considerations.
 *Concrete strength shall be 3000 psi.

1	18 Cubic Yard	Demo/Ret Concrete, Asphalt, Dirt, etc	\$0.00	\$0.00
2	55 Square Yard	Five Grade Area	\$0.00	\$0.00
3	2800 Square Foot	6" Thickness, Gravel/Place ABC	\$0.00	\$0.00
4	240 Square Foot	Footing, Forms	\$0.00	\$0.00
5	480 Cubic Foot	Concrete Footing, Wall with Rebar	\$0.00	\$0.00
6	480 Cubic Foot	Wall, Forms	\$0.00	\$0.00
7	280 Cubic Foot	Concrete, Wall	\$0.00	\$0.00

Full Pricing Schedule

Notes:

- All pricing shall be fixed price per the Special Terms and Conditions.
- Provide all pricing that is necessary to meet the IFB's scope of work and specification that your firm is bidding.
- Pricing may be offered for geographical regions (zones) for the State of Arizona.
- A map shall be provided, or detailed information describing the zones. Zone locations shall be logical for product pricing and mobilization.
- Products and Services listed below are a guide to help you understand the type and format offered in the contract.
- This list may not be a full comprehensive list of products and services. Add to the list, or provide a price schedule for your offered pricing.

ZONE 2 ZONE 3 ZONE 3A ZONE 4

ZONE 1

Mobility Price
 Includes:
 • Mobilization
 • Materials
 • Labor
 • Equipment
 • Fuel
 • Insurance
 • Profit
 • Risk
 • Contingency
 • Taxes
 • Permits
 • Licenses
 • Bonding
 • Other applicable

Product and Services

ASPHALT SAW CUTTING

Mobilization Charge	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
Charge per linear foot times thickness in inches	\$1,350	\$1,350	\$1,350	\$1,350	\$1,350	\$1,350

CONCRETE SAW CUTTING

Mobilization Charge	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
Charge per linear foot times thickness in inches	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650	\$1,650

STRIPING

Mobilization Charge	\$1,600,000	\$1,600,000	\$1,600,000	\$1,600,000	\$1,600,000	\$1,600,000
4" line, charge per linear foot (restripe)	\$0,250	\$0,250	\$0,250	\$0,250	\$0,250	\$0,250
4" line, charge per linear foot (new layout)	\$0,350	\$0,350	\$0,350	\$0,350	\$0,350	\$0,350
Curb (top and face), charge per linear foot	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Handicap stencils, charge per each	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Arrows, charge per each	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
4 inch numbers/letters, charge per each	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800	\$1,800
10 inch numbers/letters, charge per each	\$1,950	\$1,950	\$1,950	\$1,950	\$1,950	\$1,950
24 inch numbers/letters, charge per each	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Speed bump strips, charge per each	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000
Speed Hump strips, charge per each	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Wheel stops, charge to paint each	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000

Bollards, charge to paint each	\$350.000	\$370.000	\$370.000	\$370.000
GRASS PLANTING				
Mobilization Charge (same as paving)	\$2,400.000			
Charge per square foot times thickness in inches of ABC	\$0.520			
DISSOLUBLE ASPHALT EMULSION				
Mobilization Charge	\$2,400.000			
Charge per cubic yard of material	\$29.000			
Charge per cubic yard of material (over 500 cubic yards)	\$24.000			
FINISH GRADE AREA				
Mobilization Charge (same as paving)	\$1,600.000			
Charge per square yard	\$1.650			
Charge per square yard (over 5000 square yards)	\$1.100			
SIENNA MONUMENTS				
Mobilization Charge	\$1,800.000			
Type A; Charge per each unit	\$410.000			
Type B; Charge per each unit	\$590.000			
SAFETY BOLLARDS SET IN CONCRETE				
Mobilization Charge	\$1,800.000			
4-inch diameter, concrete filled, charge per each	\$1,040.000			
6-inch diameter, concrete filled, charge per each	\$1,125.000			
8-inch diameter, concrete filled, charge per each	\$1,185.000			
CONCRETE CENTER DECK REINFORCING				
Mobilization Charge	\$1,800.000			
1 to 300 linear foot	\$24.500			
301 to 500 linear foot	\$21.100			
501 + linear foot	\$13.500			
CONCRETE CENTER DECK REBAR				
Mobilization Charge	\$1,800.000			
1 to 300 linear foot	\$25.500			
301 to 500 linear foot	\$22.750			
501 + linear foot	\$14.800			
CONCRETE CENTER DECK REBAR WITH REBAR				
Mobilization Charge	\$1,800.000			
1 to 300 linear foot	\$27.900			
301 to 500 linear foot	\$24.300			
501 + linear foot	\$15.900			
CONCRETE FOOT WHEEL STOPS				
Mobilization Charge	\$850.000			
Charge per each 1-20 each	\$121.000			
Charge per each over 20	\$85.000			
CONCRETE SINGLE CURB				
Mobilization Charge	\$850.000			

	\$350.000	\$370.000	\$370.000	\$370.000
	\$4,300.000	\$6,800.000	\$8,600.000	\$14,200.000
	\$0.600	\$0.600	\$0.650	\$0.650
	\$4,300.000	\$6,800.000	\$8,600.000	\$14,200.000
	\$32.650	\$32.650	\$36.450	\$49.700
	\$27.750	\$27.750	\$29.200	\$38.900
	\$3,000.000	\$4,600.000	\$5,600.000	\$9,500.000
	\$1.900	\$1.900	\$1.900	\$1.900
	\$1.250	\$1.250	\$1.250	\$1.250
	\$2,900.000	\$4,600.000	\$5,600.000	\$9,500.000
	\$449.000	\$450.000	\$457.000	\$476.000
	\$668.000	\$670.000	\$676.000	\$696.000
	\$2,900.000	\$4,600.000	\$5,600.000	\$9,500.000
	\$1,110.000	\$1,115.000	\$1,122.000	\$1,150.000
	\$1,195.000	\$1,200.000	\$1,210.000	\$1,238.000
	\$1,255.000	\$1,260.000	\$1,270.000	\$1,298.000
	\$3,000.000	\$4,600.000	\$5,600.000	\$9,500.000
	\$25.500	\$25.550	\$26.000	\$27.100
	\$22.750	\$22.800	\$23.200	\$24.400
	\$14.800	\$14.950	\$15.300	\$16.500
	\$3,000.000	\$4,600.000	\$5,600.000	\$9,500.000
	\$29.000	\$29.100	\$29.500	\$30.650
	\$26.000	\$26.000	\$26.150	\$27.300
	\$17.250	\$17.350	\$17.700	\$18.900
	\$1,600.000	\$2,400.000	\$2,900.000	\$4,800.000
	\$132.000	\$132.000	\$132.000	\$132.000
	\$91.000	\$91.000	\$91.000	\$91.000
	\$1,600.000	\$2,400.000	\$3,000.000	\$4,800.000

1-200 linear feet
 201-400 linear feet
 401-800 linear feet
 801+ linear feet

\$35,400
\$26,200
\$24,100
\$23,500

\$39,000	\$39,000	\$39,650	\$42,500
\$29,000	\$29,000	\$29,550	\$32,350
\$27,000	\$27,000	\$27,800	\$30,600
\$26,000	\$26,000	\$26,750	\$29,550

CONCRETE CURB AND GUTTER

Mobilization Charge
 1-200 linear feet
 201-400 linear feet
 401-800 linear feet
 801+ linear feet

\$850,000
\$38,500
\$31,000
\$26,500
\$25,250

\$1,650,000	\$2,400,000	\$3,000,000	\$4,800,000
\$43,000	\$43,100	\$44,600	\$49,050
\$34,500	\$34,800	\$36,250	\$40,700
\$28,300	\$28,600	\$30,000	\$34,500
\$27,000	\$27,200	\$28,650	\$33,050

CONCRETE FLOORWORK NO REBAR

Mobilization Charge
 4 inch thick per square foot
 6 inch thick per square foot
 8 inch thick per square foot

\$850,000
\$8,350
\$9,500
\$10,800

\$1,650,000	\$2,400,000	\$3,000,000	\$4,800,000
\$9,250	\$9,350	\$9,750	\$11,050
\$10,500	\$10,650	\$11,250	\$13,100
\$12,000	\$12,350	\$13,150	\$15,600

CONCRETE FLOORWORK WITH REBAR

Mobilization Charge
 4 inch thick per square foot
 6 inch thick per square foot
 8 inch thick per square foot

\$850,000
\$9,600
\$11,650
\$13,800

\$1,650,000	\$2,400,000	\$3,000,000	\$4,800,000
\$10,500	\$10,650	\$11,100	\$12,350
\$12,750	\$12,850	\$13,500	\$15,300
\$15,000	\$15,400	\$16,200	\$18,650

RATES FOR ADDITIONAL WORK

Labor and equipment rate, \$ per man hour

\$0.000

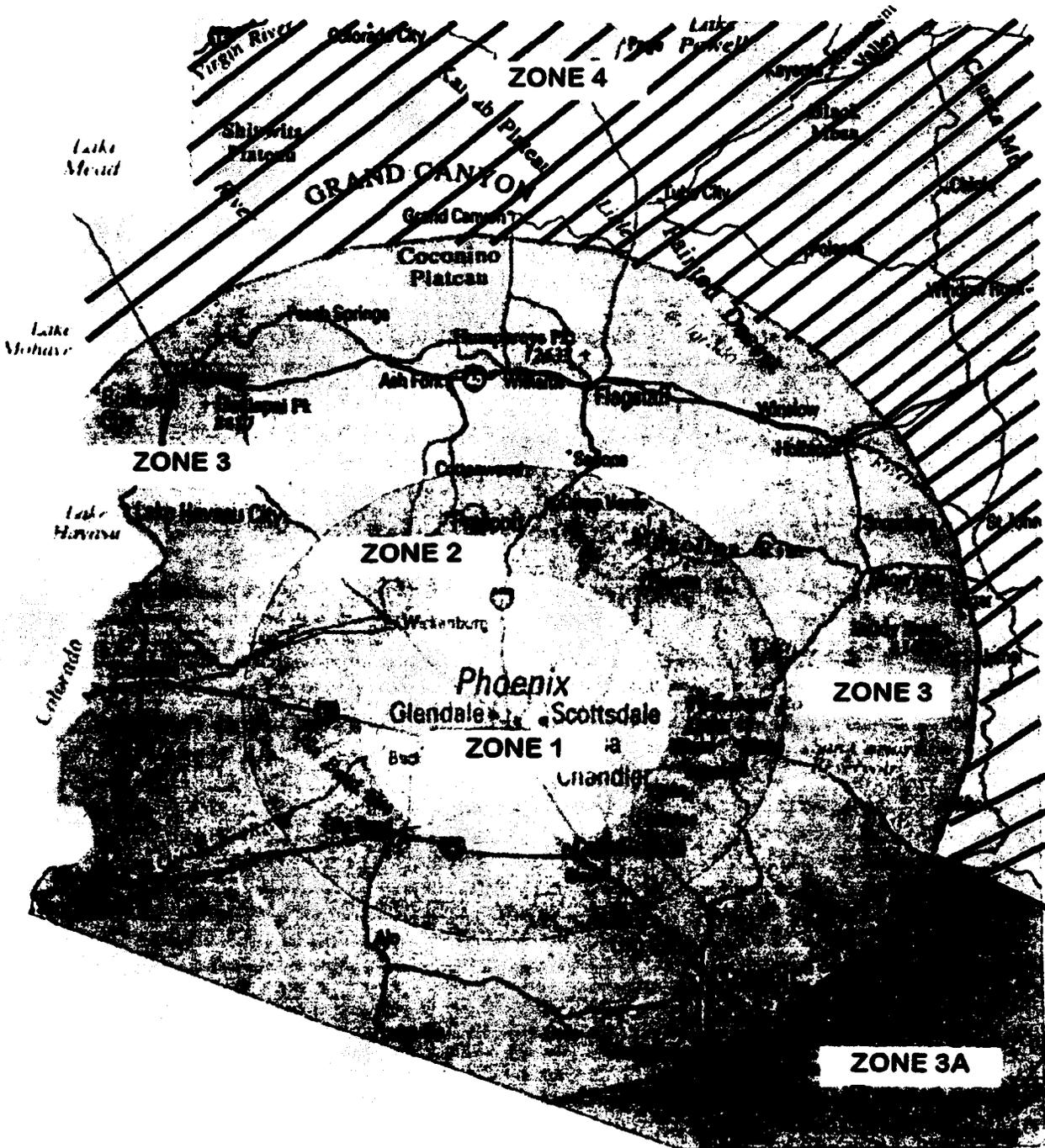
SEE RATES ON SUMMARY SECTION 4-5

Additional work as necessary for full price schedule

EVALUATION REQUIREMENTS - PRICING INFORMATION - TAB 3C

ZONE MAP

For the purposes of generating prices for work in various areas of the State, we have included a Zone Map identifying areas of the State which may require a specific multiplier to cover labor and materials costs due to remoteness and availability. Zone 1 area covers a 50-mile radius around Phoenix; Zone 2 covers approximately 50-120 mile radius; Zone 3 and 3A cover approximately 120-250 mile radius; and Zone 4 is unique in that materials required for concrete are extremely difficult to find in these areas and are costly due to the need for additives to provide for long distance travel and potential for concrete curing.



SECURE, STRAIGHTFORWARD CONSTRUCTION SERVICES

Evaluation Requirements – Primary Contract Documents

Place after Tab 4a

1. Provide Arizona Transaction Privilege (sales) Tax License Number: 10-175725-W

Do you collect city, county and/or other local sales tax in Arizona? Yes x No

If yes, please check one:

Our combined state, city, county and/or other local sales tax rate is % (local rate).

The sales tax rate varies by the location (e.g. ship-to-rate).

2. Mohave is established to offer a cooperative purchasing program, which can be accomplished more efficiently and economically as a multi-district or multi-county operation.

Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of members' purchasing departments. Additionally, it is Mohave's assertion that a statewide contract available to over 430 public agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

Will a contract based upon your bid result in the efficiencies and economies described above?

Yes x No

If no, what efficiencies and economies would members receive from a contract based on your bid?

3. Contact information for purchase orders:

Physical Address 1833 South 59th Avenue, Phoenix, Arizona 85043

Email Address timginter@dbaconstruction.net

Attention of Tim Ginter, P.E., Vice President

4. Sales support by region:

Name	Region served	Phone
Jeanne Sapon	Statewide	602-501-4471

5. Will you offer members a quick pay discount if payment is made within 10 or 20 days?

Yes No x If Yes, what is the discount for 10 days? 20 days?

6. What is your general website (Internet) address? www.dbaconstruction.net

7. Contacts for Mohave:

Main Mohave representative contact: Jordan Hamula

(Shall be the main point of contact for members and be responsible for member information requests.)

Title Senior Project Manager Email address jhamula@dbaconstruction.net
Phone number 602-442-6767 Fax 602-442-0408

Contract Administrator contact: Tim Ginter

(Shall be the main point of contact for Mohave Procurement/Contract Specialists. Shall be responsible for handling information requests from the Mohave specialists.)

Title Vice President Email address timginter@dbaconstruction.net
Phone number 602-442-6767 Fax 602-442-0408

Accounting contact: Margaret Edwards

(Shall be the main point of contact for Mohave Accounting Manager.)

Title Office Manager Email address medwards@dbaconstruction.net
Phone number 602-442-6767 Fax 602-442-0408

Open Order Report/Status Report contact: Jordan Hamula

(Shall be the main point of contact regarding open orders.)

Title Senior Project Manager Email address jhamula@dbaconstruction.net
Phone number 602-42-6767 Fax 602-442-0408

Audit contact: Margaret Edwards

(Shall be the main point of contact for Mohave Audit Specialists.)

Title Office Manager Email address medwards@dbaconstruction.net
Phone number 602-442-6767 Fax 602-442-0408

Reconciliation contact: Margaret Edwards

(Shall be the main point of contact for the reconciliation report and payment of administration fees for Mohave Audit Specialists.)

Title Office Manager Email address medwards@dbaconstruction.net
Phone number 602-442-6767 Fax 602-442-0408

Escalation contact: Tom Drysdale

(Shall be the main point of contact when an issue needs to be escalated above the main contact and/or contract administrator for the bid/contract. This contact shall be a different individual than those named for the contacts listed above.)

Title President Email address tomdrysdale@dbaconstruction.net
Phone number 602-442-6767 Fax 602-442-0408

8. **Payment remittance address** P.O. Box 63035

Attn: Margaret Edwards

City Phoenix State AZ Zip 85082

Telephone (invoice questions) 602-442-6767

Place after Tab 4a

Provide the requested customer support information for warranty and maintenance service offered by your firm, as applicable.

Yes, the following is applicable to our offer. (If yes, please provide the information below.)

No, the following is not applicable to our offer.

Do you provide warranty and maintenance for the items in the bid? **Yes** **No**

If not, how do members obtain warranty and maintenance service?

Provide the name and address of the facility that will provide warranty and maintenance service, under an awarded contract. Additionally, provide a contact person and phone number for warranty and maintenance service. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

DBA Construction, Inc. will warranty our materials and workmanship for two (2) years.

Do you provide technical assistance via phone? **Yes** **No** **If yes, provide a phone number and contact.**

How many technicians are located at each warranty/service facility that would serve a Mohave contract?

DBA currently employs approximately 65 construction professionals that are available to work on Mohave projects.

What is your service response time for metropolitan areas (e.g., Phoenix, Tucson) and rural areas?

We can respond to requests for scoping sessions usually within a 24-48 hour period. Preparing estimates for each task order/job site can usually be accomplished within a 3-day turnaround depending upon the size of the project.

Place after Tab 4b

Will members be required to sign any supplemental end-user sales agreement?

Yes No

If yes, review/revise your agreement(s) for any terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements shall include:

- o Non-appropriations clause;
- o Contract or agreement must be governed by the laws of the State of Arizona;
- o Net payment is thirty (30) days.

Agreements shall not include:

- o Terms beyond one year;
- o Waiver of right for a jury trial;
- o Requirement of upfront payment by member when purchase order is placed;
- o Entire agreement language;
- o Auto-renewal language.

Attach your reviewed/revise agreement(s). **Unacceptable agreement(s) may render your bid nonresponsive.**

Place after Tab 4c

Supplementary Information

Licensing

Provide evidence of license(s) your firm holds to perform work under an awarded contract. Please place evidence of licensing after Tab 4c.

DBA Construction, Inc. is an "A" General Engineering license-holder in the State of Arizona. Our

Registrar of Contractors # is 125006-A. We are currently listed on the ROC as a Contractor

in Good-Standing. A copy of our License to practice General Engineering Construction is

included in Section 4c.

STATE OF ARIZONA

Office of the Registrar of Contractors

License No. 123006

D B A CONSTRUCTION INC DBA
L B A INC (CORP)

This is to Certify That

having been shown to possess all the necessary qualifications, and having complied with all the requirements of the law,
is by order of the Registrar of Contractors on the 25th day of JUNE

Nine Hundred and 57th, duly licensed and admitted to engage in and pursue the business of

GENERAL ENGINEERING

Contractor in the State of Arizona. Given under my hand and the seal of the Registrar of Contractors

in my office, City of Phoenix, this 25TH day of JUNE, 19 57.



Michael Caldwell
DIRECTOR

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DBA CONSTRUCTION, INC.**

**EXHIBIT B
Scope of Work**

PROJECT

The Patrick Channel Repair Project will include, all labor, equipment and materials necessary to repair the channel to its original condition. This included, but is not limited to the following:

- Take pictures, videotape and document the existing condition of the channel and the temporary construction access for future reference.
- Remove all miscellaneous debris that conflicts with the new footer alignment and the concrete channel shoulder repair: Sawcut existing concrete footer, removing rocks, block, vegetation and broken concrete.
- Sawcut and square up adjacent concrete shoulder concrete to provide for a clean match.
 - Load out and remove all debris from the site and haul to a licensed landfill.
 - Scarify existing subgrade moisture condition to optimum moisture content.
 - Use jumping jacks and plate tamps to achieve subgrade compaction.
- Supply, place and compact approximately 12" of aggregate base course to an elevation equal to the bottom of the new footer.
 - Epoxy dowel in the new footer to the existing to eliminate deflection and differential settlement.
 - Form, pour and strip the new concrete (12" x 16") footer.
 - Set two course of new 4" CMU on the new concrete footer.
- Pour/sculpt the new channel concrete shoulder. Hand place and float new concrete from the new CMU stem wall down to the existing concrete channel, matching color, finish and alignment.



November 24, 2015

RE: DBA Construction, Inc. – Historical EMOD

To Whom It May Concern:

At the request of our insured, DBA Construction, Inc. we are providing you with their three year EMOD as follows:

2014-2015	.69
2015-2016	.67
2016-2017	.65

Should you have any questions or need further verification, please do not hesitate to call me.

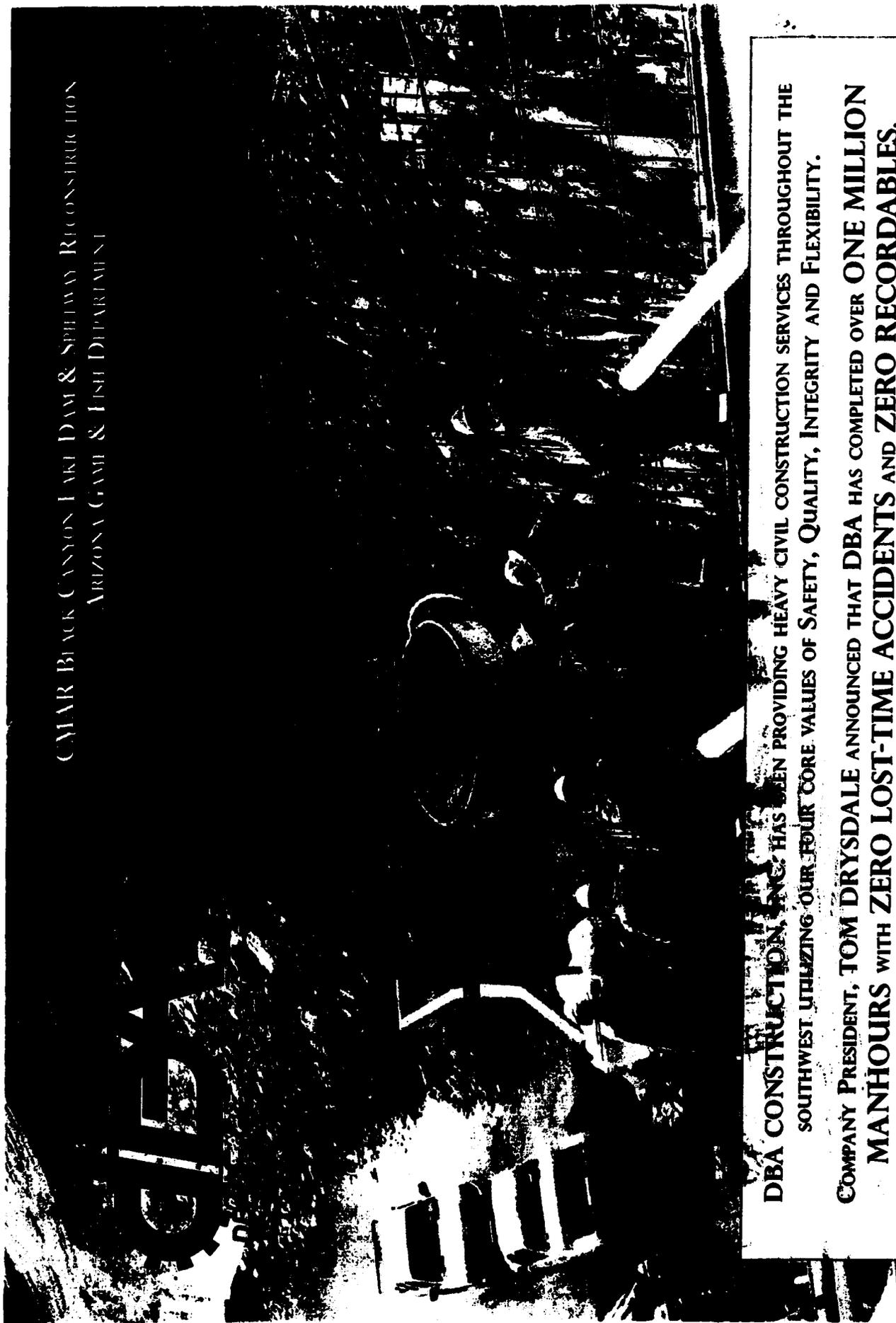
Sincerely,

A handwritten signature in cursive script that reads "Tracy".

Tracy A. Miller
Account Manager

TAM

CMAR BLACK CANYON LAKE DAM & SHELDON RECONSTRUCTION
ARIZONA GAME & FISH DEPARTMENT



**DBA CONSTRUCTION, INC. HAS BEEN PROVIDING HEAVY CIVIL CONSTRUCTION SERVICES THROUGHOUT THE
SOUTHWEST UTILIZING OUR FOUR CORE VALUES OF SAFETY, QUALITY, INTEGRITY AND FLEXIBILITY.**

**COMPANY PRESIDENT, TOM DRYSDALE ANNOUNCED THAT DBA HAS COMPLETED OVER ONE MILLION
MANHOURS WITH ZERO LOST-TIME ACCIDENTS AND ZERO RECORDABLES.**

THIS IS A TESTAMENT TO OUR CONTINUING COMMITMENT TO A CULTURE OF SAFETY IN THE WORKPLACE.



CERTIFICATE OF LIABILITY INSURANCE

DBACO-1

OP ID: TM

DATE (MM/DD/YYYY)
10/21/2016

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 Commercial West Insurance Agency 1225 West Houston Avenue #101 Gilbert, AZ 85233 Jeffery L. Steed	CONTACT NAME: Tracy Miller		
	PHONE (AG, No, Ext): 480-961-5400	FAX (AG, No): 480-961-5401	
ADDRESS: tracy@comlwest.com			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED DBA Construction, Inc. P.O. Box 63035 Phoenix, AZ 85082-3035	INSURER A: Phoenix Insurance Company		25623
	INSURER B: Travelers Property Casualty Co		25674
	INSURER C: Farmington Casualty Company		41483
	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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Add'l Ins <input checked="" type="checkbox"/> XCU, Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	DTCO9D586889PHX16	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		DT8109D586889TIL16	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		DTSMCUP9D586889TIL16	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Follow \$ Form
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	DTFUB9D58688916-ALL STATE EXCEPT ND, OH, WA & WY	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)
RE: Patrick Channel Repair. It is agreed that the certificate holder is added as additional insured where required by written contract.

CERTIFICATE HOLDER GLEND-2 City Of Glendale 5850 W. Glendale Ave. Glendale, AZ 85301	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Aircraft Chartered With Pilot B. Damage To Premises Rented To You C. Increased Supplementary Payments D. Incidental Medical Malpractice E. Who Is An Insured – Newly Acquired Or Formed Organizations F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | <ul style="list-style-type: none"> H. Blanket Additional Insured – Lessors Of Leased Equipment I. Blanket Additional Insured – States Or Political Subdivisions – Permits J. Knowledge And Notice Of Occurrence Or Offense K. Unintentional Omission L. Blanket Waiver Of Subrogation M. Amended Bodily Injury Definition N. Contractual Liability – Railroads |
|--|---|

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.
2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.

COMMERCIAL GENERAL LIABILITY

3. The following replaces Paragraph 6. of SECTION III - LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the DEFINITIONS Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGE:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of SECTION III - LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II - Who Is An Insured.

E. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of SECTION II - WHO IS AN INSURED:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED - BROADENED NAMED INSURED - UNNAMED SUBSIDIARIES

The following is added to SECTION II - WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

COMMERCIAL GENERAL LIABILITY

G. BLANKET ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury," that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED - STATES OR POLITICAL SUBDIVISIONS - PERMITS

The following is added to SECTION II - WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed; subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

N. CONTRACTUAL LIABILITY - RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.



ARIZONA COOPERATIVE PURCHASING

11/13/2015

Tim Ginter / Jordan Hamula
DBA Construction, Inc.
1833 South 59th Ave.
Phoenix, AZ 85043

Request for Contract Pricing Update/Product Addition

RE: Contract Number 15F-DBAI-0522 made by and between

DBA Construction, Inc.

and

Mohave Educational Services Cooperative

We have reviewed your pricing update/product addition request received 11/13/2015 for inclusion under Mohave contract # 15F-DBAI-0522.

Our determination is:

“Approved: Addition of Concrete Applications - Filename: dbai pricing 111415.xlsx”

Please retain this notice with your contract records.

Mike Nentwig
Mohave Educational Services Cooperative, Inc.
625 East Beale Street
Kingman, AZ 86401

Phone 928-718-3203
Fax (928) 718-3238

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DBA CONSTRUCTION, INC.**

**EXHIBIT B
Scope of Work**

PROJECT

The Patrick Channel Repair Project will include, all labor, equipment and materials necessary to repair the channel to its original condition. This included, but is not limited to the following:

- Take pictures, videotape and document the existing condition of the channel and the temporary construction access for future reference.
- Remove all miscellaneous debris that conflicts with the new footer alignment and the concrete channel shoulder repair: Sawcut existing concrete footer, removing rocks, block, vegetation and broken concrete.
- Sawcut and square up adjacent concrete shoulder concrete to provide for a clean match.
- Load out and remove all debris from the site and haul to a licensed landfill.
- Scarify existing subgrade moisture condition to optimum moisture content.
- Use jumping jacks and plate tamps to achieve subgrade compaction.
- Supply, place and compact approximately 12" of aggregate base course to an elevation equal to the bottom of the new footer.
- Epoxy dowel in the new footer to the existing to eliminate deflection and differential settlement.
- Form, pour and strip the new concrete (12" x 16") footer.
- Set two course of new 4" CMU on the new concrete footer.
- Pour/sculpt the new channel concrete shoulder. Hand place and float new concrete from the new CMU stem wall down to the existing concrete channel, matching color, finish and alignment.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DBA CONSTRUCTION, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

By JOC Linking Agreement, time and materials based on the billable rates and not to exceed total fee proposal of \$37,511.64.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$37,511.64 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

DBA Construction, Inc. shall furnish all labor, equipment and materials for the following:

1. Site Documentation	\$2,985.00
2. Sawcutting	\$250.00
3. Demo/Clean Up Channel	\$10,725.00
4. Haul Off Debris to Landfill	\$1,275.00
5. Condition and Compact Subgrade	\$3,800.00
6. Build Up Bank w/ ABC	\$7,110.00
7. Concrete Channel Shoulder Build Up	\$5,118.75
8. Backfill/Clean Up	\$1,870.00
9. Mobilization	\$3,850.00
10. Permits	\$527.89

Proposal Total \$ 37,511.64



Proposal Number: GLNDL16004
 October 24, 2016

City of Glendale
 5850 W. Glendale Ave.
 Glendale, Az. 85301

Glendale Patrick Channel Repair
 Villa Chula & Patrick Channel

Gentlemen:

DBA Construction, Inc. proposes to furnish all labor, equipment and materials (unless otherwise noted) to complete these items as listed. We thank you for the opportunity to submit a proposal for the project referenced.

1	1	LS	Site Documentation	\$2,985.00	\$ 2,985.00
2	1	LS	Sawcutting	\$250.00	\$ 250.00
3	15	Tn	Demo / Clean Up Channel	\$715.00	\$ 10,725.00
4	15	Tn	Haul Off Debris to Landfill	\$85.00	\$ 1,275.00
5	475	SF	Condition and Compact Subgrade	\$8.00	\$ 3,800.00
6	18	Tn	Build Up Bank w/ ABC	\$395.00	\$ 7,110.00
7	585	SF	Concrete Channel Shoulder Build Up	\$8.75	\$ 5,118.75
8	1	LS	Backfill / Clean Up	\$1,870.00	\$ 1,870.00
9	1	LS	Mobilization	\$3,850.00	\$ 3,850.00
10	1	Is	Permits	\$527.89	\$ 527.89
					\$ -
PROPOSAL TOTAL:					\$ 37,511.64
					\$ -



Assumptions

Our proposal is based on assuming that the following conditions exist at the project site:

1. The proposal is based on being granted a Temporary Construction Easement by the adjacent homeowner.

Clarifications

Our proposal requires further clarification on these points in order to be considered:

1. All misc. debris will be hauled off site to a licensed dump site
2. The scope of this proposal is not intended to positively nor negatively affect the current drainage in the neighborhood or the channel.

Exclusions

Our proposal excludes the following items and were not considered during the preparation of this estimate:

1. Survey, Quality Control Testing
2. Design Work
3. No Reinforced Concrete Channel Lining repair or reconstruction
4. No dowels into the existing channel

DBA CONSTRUCTION, INC.

Tim Ginter, P.E.

Vice President

PRICING

DBA Construction Unoperated Equipment List (Base Rate + Fuel, Oil, Grease + 15% OH&P)

GANNON / GRADE TRACTOR	\$	34.50
CAT 710 BACKHOE	\$	40.25
CAT 305C MINI EXCAVATOR	\$	40.25
CAT 308 MINI EXCAVATOR	\$	40.25
HAMMER ATTACHEMENT FOR EXCAVATOR	\$	40.25
FORK LIFT	\$	28.75
16 WHEEL DUMP TRUCK	\$	69.00
10 WHEEL DUMP TRUCK	\$	57.50
JOB SITE PICK UP TRUCK	\$	17.25
PICK UP TRUCK	\$	17.25
LOWBOY EQUIPMENT MOVER	\$	103.50
500 GAL WATER WAGON	\$	5.75
2000 GAL WATER TRUCK	\$	23.00
4000 GAL WATER TRUCK	\$	63.25
14" CUTOFF SAW	\$	9.20
4 TO 6 KW GEN SET	\$	13.80
JUMPING JACK COMPACTOR	\$	20.70
PLATE TAMP COMPACTOR	\$	11.50
PRESSURE WASHER	\$	5.75

DBA Construction Labor Rates (Base Rate + Burden + 15% OH&P)

PROJECT MANAGER	\$	78.30
SUPERINTENDENT	\$	78.30
FOREMAN	\$	63.17
OPERATOR	\$	36.55
TRUCK DRIVER	\$	28.36
CARPENTER / FORM SETTER	\$	39.28
CONCRETE FINISHER	\$	39.28
CMU BLOCK LAYER	\$	39.28
SKILLED LABORER	\$	27.72
UNSKILLED LABORER	\$	22.95

Material Rates

MAG ABC	\$5.75 / Tn	F.O.B. Pit
MAG 2500 PSI CONCRTE	\$75.90/CY	Delivered
MAG 2500 PSI CONCRETE W/ FIBER MESH	\$82.80/CY	Delivered
MAG 3000 PSI CONCRETE	\$78.20/CY	Delivered
MAG 3000 PSI CONCRETE W/ FIBERMESH	\$85.10/CY	Delivered
MAG 4000 PSI CONCRETE	\$83.95/CY	Delivered

Terms and Conditions
(Checked (x) as applied to quotation)

(X) Products quoted per customer's request.

Ready Mix Concrete:

(X) Tempered Water @ \$2.00 per cubic yard.

(X) Ice @ \$0.40 per pound (Requires 3 – 5 business days notice).

(X) Non-Chloride Accelerator @ \$0.09 per ounce.

(X) Recover Set Delay Admixture @ \$0.20 per ounce.

Fiber:

(X) Micro Fiber @ \$6.50 per yard

(X) Macro Fiber (Structural) Priced individually

(X) Standard Liquid Color @ \$2.75 per pound – See mix detail for per yard pricing.
Actual color of concrete may vary due to differences in cement, aggregates, job site conditions and finishing methods. Three yard minimum load required.

(X) Color Washouts @ \$25.00 per load.

() Standby Charges @ \$1.50 per minute beyond 5 minutes per cubic yard.

() Delivery Charges:

1.0 - 1.5 yds = \$ 150.00

2.0 - 3.5 yds = \$ 125.00

4.0 - 5.5 yds = \$ 100.00

(X) Plant Opening Charge: \$ 250.00 per hour/4 hour minimum.

(X) Sunday/Holiday Opening: \$ 500.00 per hour/4 hour minimum.

(X) Split Load Charges @ \$ 250.00 per load.

All materials are produced in conformance with applicable specifications.

CalPortland does not provide Contractor Quality Control.

CalPortland guarantees ticketed mix designs of less than 5000 P.S.I. for loads of three yards or more. Mix strength for loads less than three yards is not guaranteed due to loss of mortar adhering to drum and fins. Ticketed mix designs of 5000 P.S.I. or greater require a four yard minimum.

Due to potentially reactive aggregates in Arizona, CalPortland recommends the use of a Class F Fly Ash to mitigate Alkali Silica Reactivity (ASR). Purchaser shall assume the liability for the use of a cement only mix.

Special Provisions:

David Reeg

From: Jared Matkin [matkin@vmcmail.com]
Sent: Friday, October 07, 2016 12:43 PM
To: David Reeg
Subject: Re: [REDACTED]

Sun city plant / \$5.00 Fob

Thank you,

Jared

Sent from my iPhone

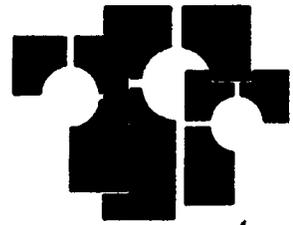
On Oct 7, 2016, at 12:29 PM, David Reeg <dreeg@dbaconstruction.net> wrote:

Hey Jared,
I'm looking for an F.O.B. ABC Price in or around Happy Valley and 67th Ave.
Thanks

Dave Reeg
DBA Construction
(602) 527 - 3633

ID	Task Name	Duration	Start	Finish	Nov 13, '16	Nov 20, '16	Nov 27, '16
1	Site Documentation	1 day	Mon 11/14/16	Mon 11/14/16	S		
2	Demolition / Haul Off	2 days	Tue 11/15/16	Wed 11/16/16	M		
3	Build Channel Shoulder and Footer Grade	2 days	Thu 11/17/16	Fri 11/18/16	T		
4	Form / Pour Wall Footer	1 day	Mon 11/21/16	Mon 11/21/16	F		
5	Bottom Two Courses CMU Wall	1 day	Tue 11/22/16	Tue 11/22/16	S		
6	Channel Shoulder Concrete	2 days	Wed 11/23/16	Thu 11/24/16	M		
7	Site Clean Up	1 day	Fri 11/25/16	Fri 11/25/16	T		
8	Final Walk & Sign Off	1 day	Mon 11/28/16	Mon 11/28/16	W		





GLENDALÉ

**PATRICK CONCRETE
CHANNEL REPAIR
PROJECT**



DBA Construction, Inc.

Glendale Patrick Channel Repair | 2016

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General Firm Description:

DBA Construction, Inc. (DBA) is a privately-held, Arizona S Corporation incorporated in 1996. DBA currently employs more than 100 construction professionals including project managers, superintendents, specialty superintendents, carpenters, concrete finishers, heavy equipment operators, CDL truck drivers, foremen, laborers, estimators, safety personnel, mechanics, and administrative personnel. As an experienced heavy civil construction company and general contractor, DBA provides all types of heavy horizontal construction, specializing in projects requiring earthwork and concrete repair / rehabilitation. DBA has:

- * Extensive heavy construction experience in Arizona
- * Recent and ongoing small repair/rehabilitation successes
- * Excellent reputation with the City of Glendale on similar projects
- * A business philosophy of Integrity and Personal Accountability
- * Outstanding safety record with low EMOD (0.65)
- * Large, company-owned, heavy equipment fleet

DBA has been providing similar construction services to the Phoenix metropolitan area for many years. Most recently, DBA completed the site development construction for the Heroes Park Archery Range for Glendale and we were also the apparent low bidder on the Citywide Bus Stop ADA Enhancements project.

Firm's Principal Office Location:

DBA is located at 1833 South 59th Avenue in Phoenix, Arizona. This location houses the company's administrative offices, equipment yard, and maintenance shop. All company staff are based out of this office and all operations are administered through this office.

Statement of Bondability

DBA is a fully licensed, insured and bonded General Contractor in Arizona.

CONTACT LIST

DBA CONSTRUCTION, INC.

PHYSICAL ADDRESS:
1833 S 59TH AVENUE
PHOENIX, AZ 85043

MAILING ADDRESS:
P.O. BOX 63035
PHOENIX, AZ 85082

(O) 602-442-6767

(F) 602-442-0408

WWW.DBACONSTRUCTION.NET

TOM DRYSDALE

PRESIDENT

(O) 602-442-6767

TOMDRYSDALE@DBACONSTRUCTION.NET

JIM ANDERSON

SAFETY MANAGER

(O) 602-442-6767

(M) 602-725-7443

JORDAN HAMULA

PROJECT MANAGER

(O) 602-442-6767

(M) 480-951-2384

JHAMULA@DBACONSTRUCTION.NET

DAVID REEG

PROJECT ESTIMATOR

(O) 602-442-6767

DREEG@DBACONSTRUCTION.NET

JAY SMITH

PROJECT SUPERINTENDENT

(O) 602-442-6767

(M) 602-621-1328

JSMITH@DBACONSTRUCTION.NET



TOM DRYSDALE President / Resource Manager

Mr. Drysdale has been the President of DBA Construction, Inc. since its conception in 1996. When including prior years of work, Mr. Drysdale has over 36 years experience in the heavy construction industry. Tom supervises all the fieldwork, project management, and scheduling of work. He works closely with the project managers, keeping up to date with current job conditions and progress. He is also heavily involved with the estimating staff on all jobs being bid and can present ideas that help minimize costs. Tom is an instrumental figure in managing jobs with a budget of \$10 million and larger. His current list of jobs include:

WITH DBA SINCE:
December, 1996

EDUCATION

B.S., General Agricultural- Uni-
versity of Arizona-1980

TRAINING & CERTIFICATIONS

Job Order Contracting and Con-
struction Manager at Risk
Training with the Alliance for
Construction Excellence
OSHA 10-hour Certificate
Forklift Operations & Safety Cer-
tificate
MSHA CFR 30, Part 46/47/48-
Experienced Miner
First Aid & CPR Trained
MSHA Hazard Recognition
Fall Protection Competent Per-
son
Excavation & Trenching Compe-
tent Person
Confined Space Trained
Rigging Certified
Rule 310, Dust Control Certifi-
cate

AFFILIATIONS

Associated General Contractors
Alliance for Construction Excel-
lence

- **JOC White Tanks FRS #3 Erosion Repair, Flood Control District of Maricopa County, Arizona** - The project entails excavation and removal of erosion and debris in the channel for 1.5 miles (Indian School Road to Palm Lane), regrading the floor and embankments of the channel, placement of rip-rap and grouted rip-rap and construction of minor cut-off walls. **Managing Principal, 2016**
- **JOC Replacement of Boat Ramp and Miscellaneous Concrete Repairs, Arizona Game & Fish, Black Canyon Lake near Heber, Arizona** -The project scope consisted of the construction of a new boat ramp to replace the existing which was in poor condition, addition of new curb, sidewalks and ADA ramps around the recreational area parking lot and minor landscaping improvements. **Managing Principal, 2016**
- **JOC Heroes Park Archery Range, City of Glendale, Arizona** - Part of the City's "Point-of-Pride" park honoring fallen police officers and fire fighters, the 81-acre regional park features multiple recreational activities including the 46,875 SF area (16 lanes) for professional and Olympic level archery competitions. DBA's scope of work included clearing, grading, drainage, and building an earthen berm at one end to act as a backstop for arrows. **Managing Principal, 2016**
- **JOC Hualapai Channel Cleanout, City of Scottsdale, Arizona** - The drainage channel adjacent to the City's Water Campus had experienced considerable erosion and as a result created a ponding effect that presented a breeding ground for mosquitoes. DBA was contracted to clear and grub vegetation, replaced access ramps, removed and replaced existing rip-rap and cleaned out silt at the screen. **Managing Principal, 2016**
- **Alleyway Ditch Repair, Mohave Co-Op Services, Scottsdale, Arizona** - Using DBA's on-call concrete contract with Mohave, the City of Scottsdale's roadway maintenance department needed to re-grade, compact, and apply shotcrete to a ditch between a neighborhood alley and SRP's Crosscut Canal to help eliminate flooding during heavy rains. The ditch is 1,275' long and approximately 5' wide at the top. Shotcrete was applied at 3000 psi, 2" thick. **Managing Principal, 2016**
- **JOC Silverton Channel Construction, City of Peoria, Arizona** - The project was to remove the existing debris and overgrowth in a drainage channel alongside a housing development in North Peoria. **DBA**



graded the existing channel, removed all deleterious material from the site, and prepared the slopes for shotcrete applications to eliminate standing water nuisance. **Managing Principal, 2016**

- **Storm/Flood Damage - Repair and Debris Removal, City of Surprise, Arizona** - Partly FEMA funded, the project included the cleaning of box and pipe culverts, removal of debris and disposal at three locations. **Managing Principal, 2016**
- **Badley Wash Low Water Crossing, Farmers Co-Op Irrigation District, Buckeye, Arizona** - DBA constructed a cast-in-place, rebar reinforced, concrete low water crossing for the farmers to move heavy agricultural equipment without the need to access SR-85. The crossing structure was 30' wide x 140' long. **Managing Principal, 2015**
- **Citywide Bus Stop Enhancements, Glendale, Arizona** - Using Federal funds, the City contracted with DBA to provide the construction of updated ADA-compliant ramps in nine locations across the City. Scope included the demolition and removal of existing, subgrade preparation, asphalt patching, installation of irrigation and landscaping, new concrete scuppers for drainage and construction of new concrete ADA ramps with sidewalk approaches. **Managing Principal, 2015**
- **JOC Thunderbird Drainage Improvements, Dillon's BBQ, Peoria, Arizona** - Dillon's BBQ's owners wanted to expand on their parking area alongside Loop 101 freeway at Thunderbird Rd. In exchange for some right-of-way, the City contracted with DBA to do a complete site preparation including tie-ins to underground utilities, excavation, fine grading, and the installation of a StormCeptor system. **Managing Principal, 2014**
- **Site Improvements and Erosion Repairs, Vee Quiva Casino & Resort, Gila River Indian Community, Arizona** - The summer monsoons of 2014 moved across the desert and down adjacent mountains along natural washes on the Community near the resort. The flood swept through the resort property, overtopping the existing drainage channel surrounding the property and completely wiped out all of the retention basins and leaving underground utilities exposed and debris everywhere. Complete site restoration including removal of debris, cleaning out and reestablishing the channel, placement of new channel concrete liner, placement of rip-rap and gabions. Exposed water and sewer lines were covered with new fill, regraded and landscaping was replaced to pre-storm conditions. **Managing Principal, 2014**
- **Dike Repair - Interstate 10, Arizona Department of Transportation, Ehrenberg, Arizona** - The project scope included earthwork and complete dike reconstruction with extensive placement of rip-rap along I-10 from Mile Post 47 to Mile Post 48 including, grading, placement of shotcrete, removal and replacement of fencing, seeding, and traffic control. **Project Principal, 2014**
- **Off-Street Parking Improvements Job Order, City of Buckeye, Arizona** - Through DBA's 5-year JOC for sidewalk & miscellaneous concrete repairs, the City of Buckeye awarded a job order for improvements to an existing open lot with driveways, valley gutters, curb & gutter, sidewalks, ADA ramps, asphalt paving & striping for parking along 2nd Street & Monroe in downtown Buckeye. **Managing Principal, 2014**



JORDAN HAMULA Project Manager

WITH DBA SINCE:
August, 2006

EDUCATION

B.S., Construction Management,
Northern Arizona University,
2006

TRAINING & CERTIFICATIONS

OSHA 10-hour Certification
Forklift Operations & Safety Certificate
MSHA CFR 30, Part 46/47/48—
Experienced Miner
First Aid & CPR Trained
MSHA Hazard Recognition

Mr. Hamula has been associated with the heavy construction industry since 2004. He has served as a project coordinator/engineer, estimator and project manager. His responsibilities have included subcontractor coordination, scheduling, supply expediting, utility coordination, and materials procurement. His expertise is in the management of projects requiring extensive concrete placement and excavation. He has recent experience working in a multiple task order environment requiring fast turn-around for both preconstruction and construction phase services. Jordan is an experienced construction professional who has provided excellent client service utilizing outstanding communication skills and partnering methods in his project delivery. His relevant experience includes:

- **Concrete Golf Cart Path Repairs, TPC Scottsdale, Arizona** - The project was to repair and/or replace broken panels from extensive use during the Phoenix Open Golf Tournament of 2014 along the 10th fairway. Additionally, DBA was contracted to expand the area set-aside at the 16th Tee for grandstands and relocate the existing cart path around the 16th Tee. **Project Manager, 2016**
- **JOC Replacement of Boat Ramp and Miscellaneous Concrete Repairs, Arizona Game & Fish, Black Canyon Lake near Heber, Arizona** -The project scope consisted of the construction of a new boat ramp to replace the existing which was in poor condition, addition of new curb, sidewalks and ADA ramps around the recreational area parking lot and minor landscaping improvements. **Contract Manager, 2016**
- **Storm/Flood Damage - Repair and Debris Removal, City of Surprise, Arizona** - Partly FEMA funded, the project included the cleaning of box and pipe culverts, removal of debris and disposal at three locations. **Project Manager, 2016**
- **Alleyway Ditch Repair, Mohave Co-Op Services, Scottsdale, Arizona** - Using DBA's on-call concrete contract with Mohave, the City of Scottsdale's roadway maintenance department needed to re-grade, compact, and apply shotcrete to a ditch between a neighborhood alley and SRP's Crosscut Canal to help eliminate flooding during heavy rains. The ditch is 1,275' long and approximately 5' wide at the top. Shotcrete was applied at 3000 psi, 2" thick. **Contract Manager, 2016**
- **On-Call Contract for Public Works Improvements, Arizona Game & Fish Department, Statewide** - The on-call contract covers new construction, repairs, and maintenance projects for the department for six Game & Fish administrative areas. Task orders awarded include Fish Habitat Improvements (Pinetop), Roadway Widening (Canyon Creek Fish Hatchery), Drainage & Security Improvements and Tortoise Habitat Enhancements (Kingman Admin Facility), Parking Canopy installations (Page), Emergency Erosion Protection, (Sterling Springs Fish Hatchery, Sedona). **JOC Manager, 2014**



- **Miller Road Bridge at Buckeye Canal and Approaches, Maricopa County Department of Transportation, Buckeye, Arizona** - The primary purpose of the project is to replace the Miller Road bridge over the Buckeye Water Conservation & Drainage District canal. Additionally, DBA was responsible for the construction of approximately 0.25 miles of Miller Road approaches, a section of Narramore Road, irrigation facilities and a new bridge canal lining. **Project Manager, 2014**
- **Job Order Contract for Pavement & Miscellaneous Roadway Repairs, City of Peoria, Arizona**—The contract covers all forms of neighborhood street and major arterial repairs for both asphalt and concrete paving including crack sealing, repair of potholes or excessive wear, drainage improvements, guardrail replacement and underground vaults. **Project Manager, 2010-2015**
- **White Tanks Flood Retarding Structure, Flood Control District of Maricopa County, Waddell, Arizona**— As a subcontractor to Skanska Civil USA, DBA was responsible for constructing a 1,000 LF concrete dam, spillway, and abutments. The project included over 3,000CY of structural concrete and 7,000 LF of waterstop. **Project Manager, 2011**
- **CMAR Site Development & Drainage Improvements, Mesquite Solar Electrical Interconnection Facilities, Part 1, Mesquite Power Plant, Sempra Energy, Gila Bend, Arizona**—The overall scope of the project was to improve drainage to the site. DBA removed existing concrete ditches, established new grades, and constructed over 2,000 LF of new concrete channels. Two existing retention basins were also lowered to accommodate the new drainage calculations, 17,000 CY of material was removed and exported off-site. During the project, DBA removed an existing 12" blow-down line from the plant sand and relocated a new 12" blow-down line during a 4-day plant shutdown. A concrete spillway consisting of over 100 CY was constructed in the west retention basin. Additional scope was added to the contract to install 220 LF of 24" pipe and valves. **Project Manager, 2011**
- **Pipe Sleeve Installations, State Route 72 & 95, Arizona Department of Transportation, Parker, Arizona** - Provided pipe cleaning services and installation of 24" diameter and 36" diameter HDPE pipe through existing underground concrete culverts. The annular space between the pipe and the existing culvert was grouted using the "Snap Tite" System. **Project Manager, 2011**
- **McKellips Road Dam Structure Rehabilitation, City of Scottsdale, Arizona**— As a subcontractor for Sundt Construction, DBA provided demolition, excavation and concrete structure replacement for the flood retarding structure in Scottsdale. **Project Manager, 2008**
- **Turner Road Bridge Widening, Maricopa County Department of Transportation, Arizona**—The project consisted of the excavation of embankment (782 CY), placement of a temporary traffic detour, demolition of the bridge barriers, dewatering the canal, placing 24" concrete piers, cast-in-place abutments (27 CY), placement of four precast bridge deck panels of 15"x8"x33' each, cast-in-place F-shaped bridge barriers, asphalt milling and paving of Turner Road, striping and guardrail.. **Project Manager, 2009**



DAVID REEG, P.E.

Estimator / Preconstruction Manager

WITH DBA SINCE:
October, 2015

EDUCATION
B.S., Civil Engineering
Registered Professional Engineer, Civil-Arizona

TRAINING & CERTIFICATIONS
OSHA 30-Hour Certified
Rule 310 Dust Control
First Aid & CPR

Mr. Reeg has more than 31 years of heavy construction experience in Arizona. His specialty has been in estimating structural concrete and concrete flatwork project, as well as project management. As a former owner of a small, specialty concrete subcontractor, Dave served as an Estimator, Project Manager, Project Principal, and Superintendent. He is experienced in managing projects from \$50,000 to \$27 million including the management of multiple crews, subcontractors, and suppliers, as well as coordinating with owners and the public. He has experience working both in the public sector, beginning his career with ADOT as a Resident Engineer, and in the private sector working for large and medium-sized heavy contractors. Dave is well versed in MAG and other local jurisdictional specifications. During his work in the private sector, Dave completed extensive construction work for private developers, municipalities, State agencies and the Federal government. Mr. Reeg's recent experience includes working in alternative delivery environments requiring client collaboration, open communication, and negotiated pricing, as well as innovative design solutions to field challenges. Mr. Reeg's relevant experience includes:

- **Concrete Golf Cart Path Repairs, TPC Scottsdale, Arizona** - The project was to repair and/or replace broken panels from extensive use during the Phoenix Open Golf Tournament of 2014 along the 10th fairway. Additionally, DBA was contracted to expand the area set-aside at the 16th Tee for grandstands and relocate the existing cart path around the 16th Tee. **Estimator, 2016**
- **JOC Deer Valley Road Improvements, City of Peoria, Arizona** - Addition of a dedicated right-turn lane from Deer Valley to Lake Pleasant Parkway. Included new meandering sidewalks, ADA ramps at the intersection, paving, striping and signage. **Estimator, 2016**
- **JOC Aquatic Center Pool Slide Foundation Repairs, Mohave Educational Co-Op Services, City of Buckeye, Arizona** - The project called for the repairs to existing concrete foundations that were experiencing extreme degradation from water and chlorine. Removal of deteriorated materials, sandblasting the steel support structure, applying a special material to the steel to prevent further damage and coat the rebar, forming and pouring a Sika product for non-shrinking grout, concrete replacement and repainting with Epoxy was required for the project scope. **Estimator, 2016**
- **JOC Silverton Channel Construction, City of Peoria, Arizona** - The project was to remove the existing debris and overgrowth in a drainage channel alongside a housing development in North Peoria. DBA graded the existing channel, removed all deleterious material from the site, and prepared the slopes for shotcrete applications to eliminate standing water nuisance. **Estimator, 2016**
- **JOC Heroes Park Archery Range, City of Glendale, Arizona** - Part of the City's "Point-of-Pride" park honoring fallen police officers and fire fighters, the 81-acre regional park features multiple recreational



activities including the 46,875 SF area (16 lanes) for professional and Olympic level archery competitions. DBA's scope of work included clearing, grading, drainage, and building an earthen berm at one end to act as a backstop for arrows. **Estimator, 2016**

- **JOC Concrete Safety Repairs at Three Parks, City of Buckeye, Arizona** - Scope of work consisted of the removal of tripping hazards and adding concrete sidewalks to BBQ's, ramadas, and playground areas at three parks (Kell, Serena and Town Park in Buckeye. All projects were contracted to DBA through our On-Call Concrete contract with Mohave Educational Co-Op. **Estimator, 2016**
- **JOC Concrete Safety Repairs, Goodyear Stadium, Goodyear, Arizona** - Several of the walls near the dug-out area were experiencing degradation along with heaving sidewalks and ADA ramps. DBA was contracted to repair the tripping hazards and employ Epoxy repairs to existing concrete walls. **Estimator, 2016**

Prior to Mr. Reeg's employment with DBA Construction, he owned his own engineering and construction management firm where he was responsible for all areas of business management including human resources, project management, estimating, budgeting, scheduling, and business development. His experience includes:

- **Job Order Contract for Concrete, City of Chandler, Arizona** - The two-year contract for \$1 million/year included the construction of concrete flatwork (sidewalks, curb & gutter, valley gutters, ADA ramps), catch basins, headwalls and spillways for drainage, and retaining walls. **Estimator/Project Manager/Superintendent, 2014**
- **Columbarium and Decorative Concrete Flatwork, Marana Cemetery, Marana, Arizona** - Contracted by the State of Arizona with Federal funding, the \$600K project called for the construction of a new cemetery in Marana. Scope of work included concrete construction of a new multi-level columbarium, concrete foundations and stem walls for multiple site buildings, retaining walls, concrete sidewalks and hardscaping. **Project Manager/Estimator, 2014**
- **Industrial Plant Modifications and Repairs, Freescale Semiconductor (a division of Motorola), Tempe, AZ** - Construction of concrete cooling towers and equipment containment pads. **Project Manager, 2013**
- **Industrial Plant Modifications and Repairs, Bridgestone Tire Company, Tempe, AZ** - Construction of concrete cooling towers and equipment containment pads. **Project Manager, 2013**
- **Industrial Plant Modifications and Repairs, Intel Corporation, Chandler, AZ** - Construction of concrete cooling towers and equipment containment pads. **Project Manager, 2013**
- **Arizona Diamondbacks/Colorado Rockies Spring Training Facility, Salt River Fields at Talking Stick, Salt River-Pima-Maricopa Indian Community, Arizona** - Completed \$5 million of the decorative concrete (salt finished, colored, stamped, etched, and formwork) and hardscape features including fountains, landscape walls/seating, bollards, and complex architectural concrete features. The project also called for 18' high retaining walls for the \$150 million sports facility. **Project Manager/Lead Estimator, 2012**



JIM ANDERSON, CMSP, CHST Safety Manager

WITH DBA SINCE:
August, 2013

TRAINING & CERTIFICATIONS

ADOSH Fall Protection in
Construction-Certificate of
Training - 2015
City of Phoenix, Right-of-Way
Management - 2015
OSHA 500 Instructor
MSHA Instructor
MSHA Certificate of Training
OSHA Trenching & Shoring
OSHA Process Safety
OSHA Asbestos Awareness
NSC Flagger "Train the Trainer"
Instructor
Red Cross First Aid/CPR Trainer
Confined Space Safety
Blood borne Pathogens
Bio-Hazard Laboratory Safety
Certified Mine Safety
Professional
NSC First Aid/CPR with AED
Instructor
IACET - Electric Safety in Utilities
Construction Health and Safety
Technician (CHST)
US Compliance Consortium - 5
hr. Designated Employee
Representative

Mr. Anderson has been working in the heavy construction industry in Arizona since 1970. His specialized expertise has been in monitoring and instructing safe practices in all forms of construction. Mr. Anderson has been trained in all forms of Health, Safety and Environmental compliance serving as Safety Manager or Safety Representative with large, heavy contractors in the greater Southwest. Jim has worked in remote environments under extreme weather conditions and supervising multiple crews on large-scale infrastructure projects including highways, dams, bridges, and power plants. Through his vast construction safety experience, Jim has taken the necessary training with both OSHA and MSHA to educate construction crews with proper certification training.

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- **JOC Heroes Park Archery Range, City of Glendale, Arizona** - Part of the City's "Point-of-Pride" park honoring fallen police officers and fire fighters, the 81-acre regional park features multiple recreational activities including the 46,875 SF area (16 lanes) for professional and Olympic level archery competitions. DBA's scope of work included clearing, grading, drainage, and building an earthen berm at one end to act as a backstop for arrows. **Safety Manager, 2016**
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concrete scuppers for drainage and construction of new concrete ADA ramps with sidewalk approaches. **Safety Manager, 2015**

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- **Design-Build 230kV Transmission Line, Palm Valley Substation to Sun Valley Substation via Trilby Wash Substation, Arizona Public Service, Maricopa County, Arizona** - Complete earthwork operations to clear, grub, provide access roadways, wash crossings, drainage improvements, and erosion protection for the entire 32-mile line route through farmland, BLM land and Luke AFB. **Safety Manager, 2015**
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- **JOC Thunderbird Drainage Improvements, Dillon's BBQ, Peoria, Arizona** - Dillon's BBQ's owners wanted to expand on their parking area alongside Loop 101 freeway at Thunderbird Rd. In exchange for some right-of-way, the City contracted with DBA to do a complete site preparation including tie-ins to underground utilities, excavation, fine grading, and the installation of a StormCeptor system. **Safety Manager 2014**



JAY SMITH Superintendent

WITH DBA SINCE
April, 2016

EDUCATION
A.S., Phoenix College, 1986

TRAINING & CERTIFICATIONS

OSHA 10-Hour Certificate
Trench Safety/Excavation Competent Person
Metro Light Rail Track Safety Training
Rule 310 Dust Control Coordinator
CPR / First Aid
Certified Flagging & Traffic Control Training

Mr. Smith has 31 years experience in the heavy construction industry in Arizona. Beginning his career as a laborer for a small general contractor in 1985, Mr. Smith has gained experience as a carpenter and carpenter foreman constructing post-tensioned bridge structures, girder bridges and multiple barrel box culverts. Throughout his 30+ year career, Jay has developed into a well-rounded heavy construction project superintendent for bridge structures, roadway construction, earthwork operations and underground utility installations. His specialized experience is in providing crew and subcontractor supervision on Job Order Contracts for various municipalities in Arizona. His work experience includes:

- **Southern Avenue Reconstruction, City of Apache Junction, Arizona** - The project consisted of the reconstruction of Southern Avenue from Apache Drive to Winchester Drive and including the intersection with Idaho Road (approximately one-mile) including earthwork, subgrade preparation, removal of existing pavement, new ABC, new AC paving, new concrete sidewalks, ADA ramps and driveways, loop detectors installed, restripe roadway, adjust manholes. **Superintendent, 2016**
- **JOC Hualapai Channel Cleanout, City of Scottsdale, Arizona** - The drainage channel adjacent to the City's Water Campus had experienced considerable erosion and as a result created a ponding effect that presented a breeding ground for mosquitoes. DBA was contracted to clear and grub vegetation, replaced access ramps, removed and replaced existing rip-rap and cleaned out silt at the screen. **Superintendent, 2016**
- **JOC High-Power Range Paving Project, Ben Avery Shooting Facility, Phoenix, AZ** - Part of our On-Call Contract for Public Works with Arizona Game & Fish Department the project includes extensive earthwork operations including excavation, backfill, fine grading, subgrade preparation, lime stabilization, placement of AC millings for road base, construction of masonry wall, roadway construction and asphalt paving. **Project Superintendent, 2016**
- **JOC Heroes Park Archery Range, City of Glendale, Arizona** - Part of the City's "Point-of-Pride" park honoring fallen police officers and fire fighters, the 81-acre regional park features multiple recreational activities including the 46,875 SF area (16 lanes) for professional and Olympic level archery competitions. DBA's scope of work included clearing, grading, drainage, and building an earthen berm at one end to act as a backstop for arrows. **Superintendent, 2016**
- **Helipad Construction, Salt River Project, Near Payson, Arizona** - The project included excavation, rough & fine grading, subgrade preparation, PCC pavement for rotary-wing aircraft accessing an SRP maintenance site. **Project Superintendent, 2016**
- **JOC Apron and Taxiway Construction & Repairs, Sky Harbor International Airport, Phoenix, Arizona** - The 5-year JOC covered drainage improvements, repair or replacement of damaged PCC



taxiways and aircraft aprons, bridge repair and/or preventive measures (methacrylate applications), approach slabs, deck joint repairs/ replacement, and structural concrete repairs both landside and airside at the airport. The contract required security clearances and familiarity with FAA standards and circulars on approved construction methods.
Project Superintendent, 2011-2016

- **JOC General Civil Construction, City of Phoenix, Arizona** - Providing crew supervision on roadway construction, repairs and widening projects; bridge repairs and rehabilitation; and concrete flatwork construction, repairs and replacement projects as part of a 5-year Job Order Contract. **Superintendent, 2011 - 2016**
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- **JOC General Civil Construction, Maricopa County Department of Transportation, Arizona** - Providing crew supervision on roadway construction, repairs and widening projects; bridge repairs and rehabilitation; and concrete flatwork construction, repairs and replacement projects as part of a 5-year Job Order Contract. **Superintendent, 2011 - 2016**
- **JOC General Civil Construction, Arizona State University, Tempe, Arizona** - Providing crew supervision on concrete flatwork construction, repairs and replacement projects, and concrete foundations for HVAC equipment as part of a 5-year Job Order Contract. **Superintendent, 2011 - 2016**
- **JOC Concrete Repair, Balsz Elementary School District, Phoenix, AZ** - Providing crew supervision on concrete flatwork construction, repairs and replacement projects including sidewalks, driveways, ADA ramps, curb & gutter, and ball courts as part of a 5-year Job Order Contract. **Superintendent, 2011 - 2016**
- **JOC Concrete Repair, Cartwright School District, Phoenix, AZ** - Providing crew supervision on concrete flatwork construction, repairs and replacement projects including sidewalks, driveways, ADA ramps, curb & gutter, and ball courts as part of a 5-year Job Order Contract. **Superintendent, 2011 - 2016**
- **JOC Concrete Repair, Glendale Elementary School District, Glendale, AZ** - Providing crew supervision on concrete flatwork construction, repairs and replacement projects including sidewalks, driveways, ADA ramps, curb & gutter, and ball courts as part of a 5-year Job Order Contract. **Superintendent, 2011 - 2016**
- **JOC Concrete Repair, Mesa Elementary School District, Mesa, AZ** - Providing crew supervision on concrete flatwork construction, repairs and replacement projects including sidewalks, driveways, ADA ramps, curb & gutter, and ball courts as part of a 5-year Job Order Contract. **Superintendent, 2011 - 2016**



JIM ANDERSON, CMSP, CHST Safety Manager

WITH DBA SINCE:
August, 2013

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Confined Space Safety
Blood borne Pathogens
Bio-Hazard Laboratory Safety
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SCOPE

The following steps will be taken to repair the Patrick Channel :

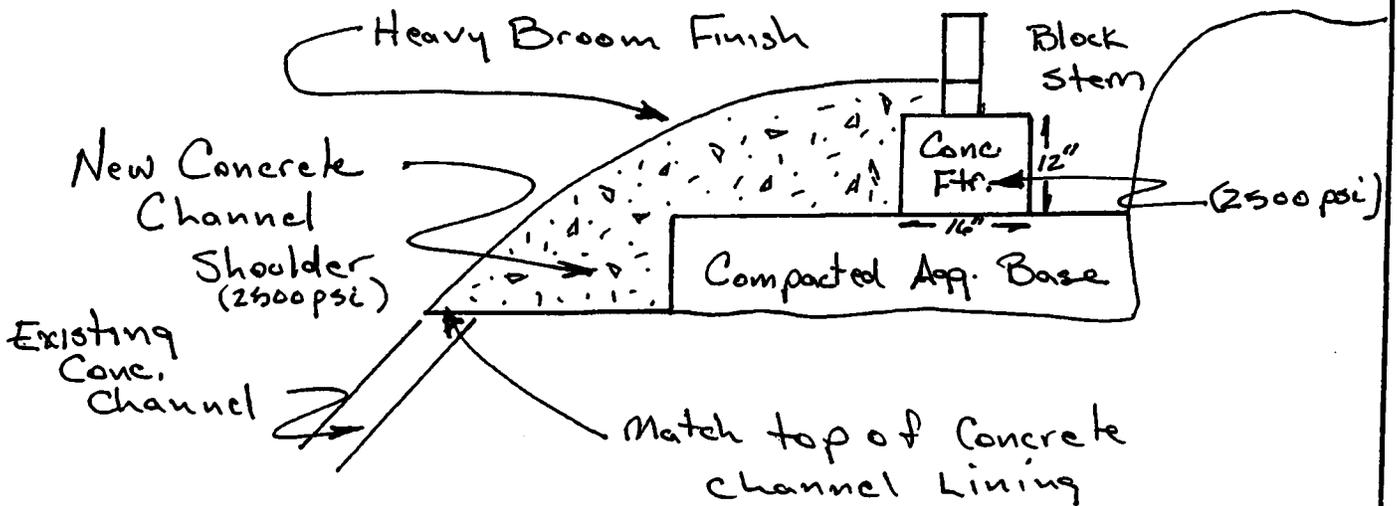
- Take pictures, videotape and document the existing condition of the channel and the temporary construction access for future reference.
- Remove all miscellaneous debris that conflicts with the new footer alignment and the concrete channel shoulder repair: Sawcut existing concrete footer, removing rocks, block, vegetation and broken concrete.
- Sawcut and square up adjacent concrete shoulder concrete to provide for a clean match.
- Load out and remove all debris from the site and haul to a licensed landfill.
- Scarify existing subgrade moisture condition to optimum moisture content.
- Use jumping jacks and plate tamps to achieve subgrade compaction.
- Supply, place and compact approximately 12" of aggregate base course to an elevation equal to the bottom of the new footer.
- Epoxy dowel in the new footer to the existing to eliminate deflection and differential settlement.
- Form, pour and strip the new concrete (12" x 16") footer.
- Set two course of new 4" CMU on the new concrete footer.
- Pour / sculpt the new channel concrete shoulder. Hand place and float new concrete from the new CMU stem wall down to the existing concrete channel, matching color, finish and alignment.



ROC Arizona Class A #125006
ROC Louisiana #61525
ROC New Mexico Class GA98 and Class GF04 #377757

P.O. Box 63035 • Phoenix, AZ 85082-3035 • Phone: 602.442.6767 • Fax: 602.442.0408
www.dbaconstruction.net

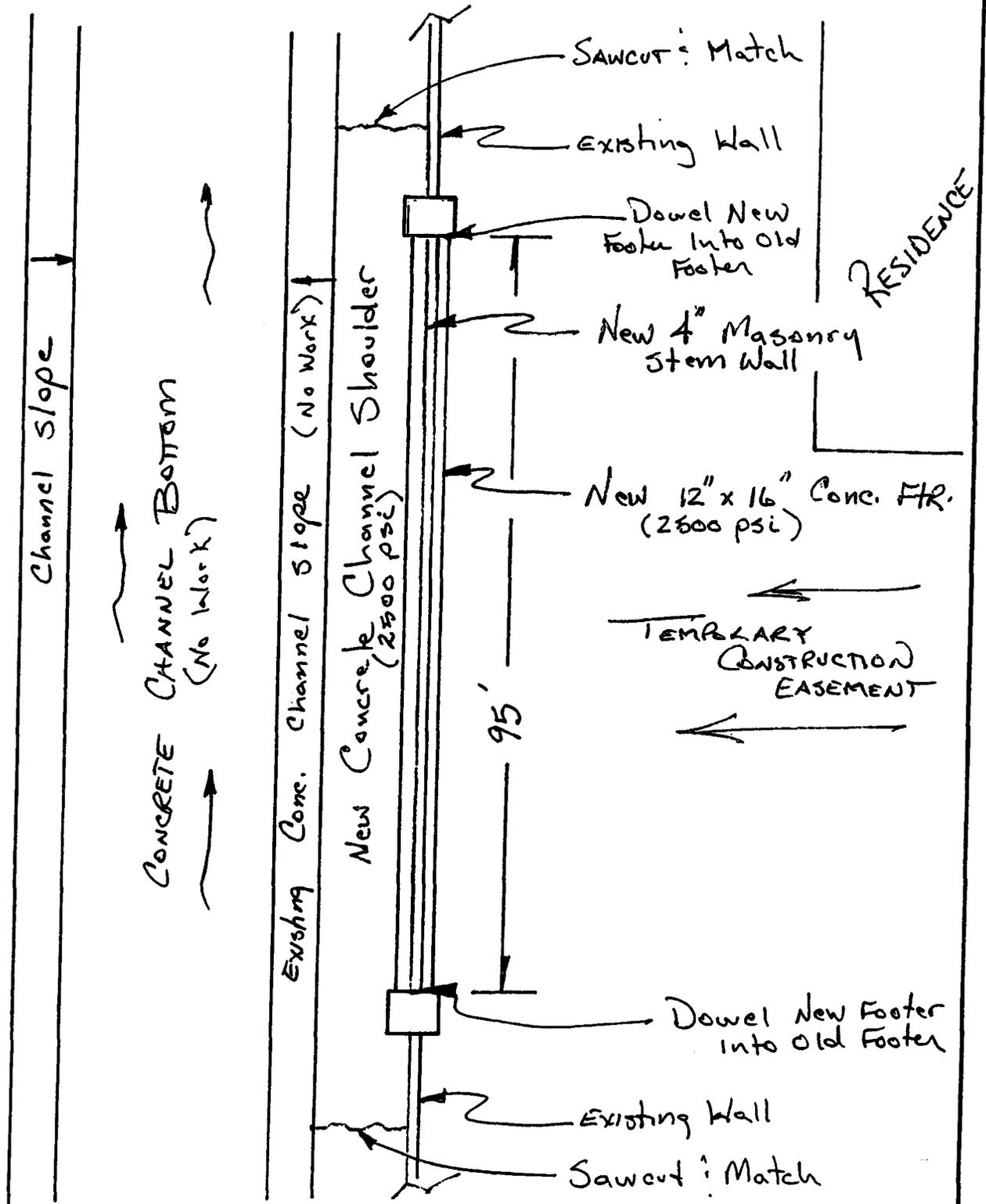
City of Glendale
PATRICK CHANNEL REPAIR





ROC Arizona Class A #125099
ROC Louisiana #61525
ROC New Mexico Class GA98 and Class GP04 #37757

P.O. Box 63035 • Phoenix, AZ 85082-3035 • Phone: 602.442.6767 • Fax: 602.442.0408
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MATERIAL AND SUBCONTRACTOR LIST

Aggregate Base Course (ABC) – Vulcan Material Company

Ready Mix Concrete – CAL Portland

There are no Subcontractors included in this proposal

Patrick Channel Repair

Site Vacinity Map

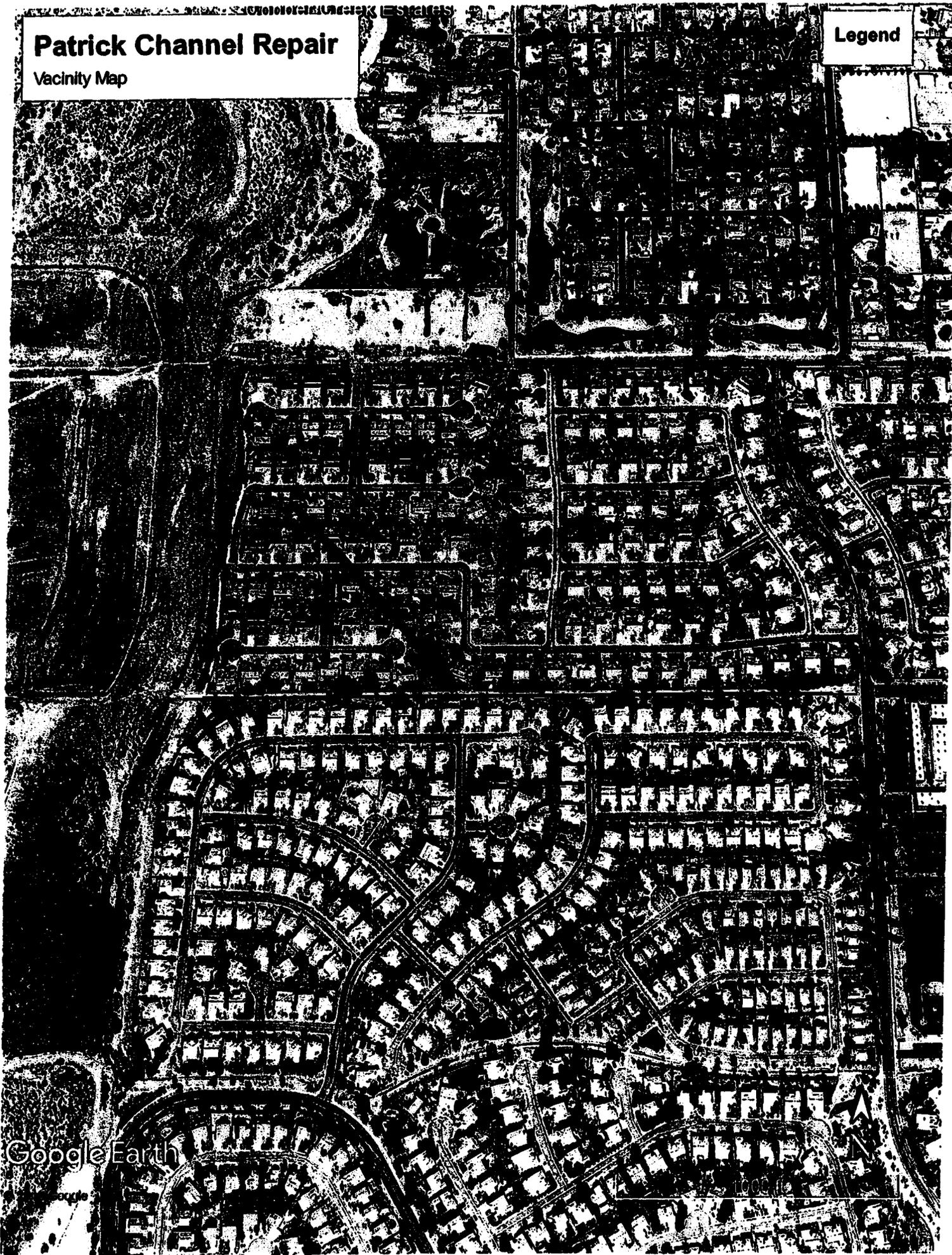
Legend



Patrick Channel Repair

Vacinity Map

Legend



Google Earth

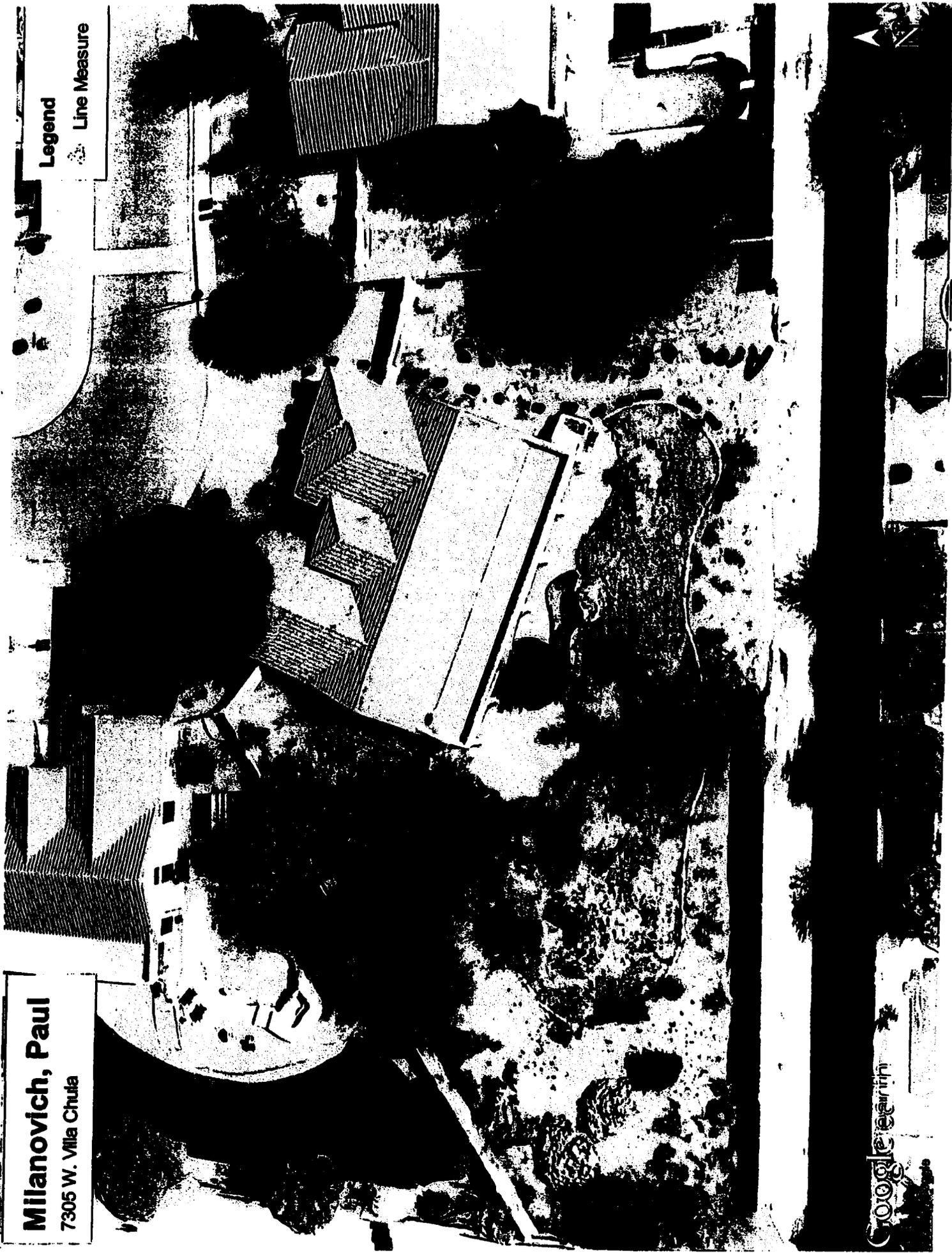
1000 ft

Milanovich, Paul

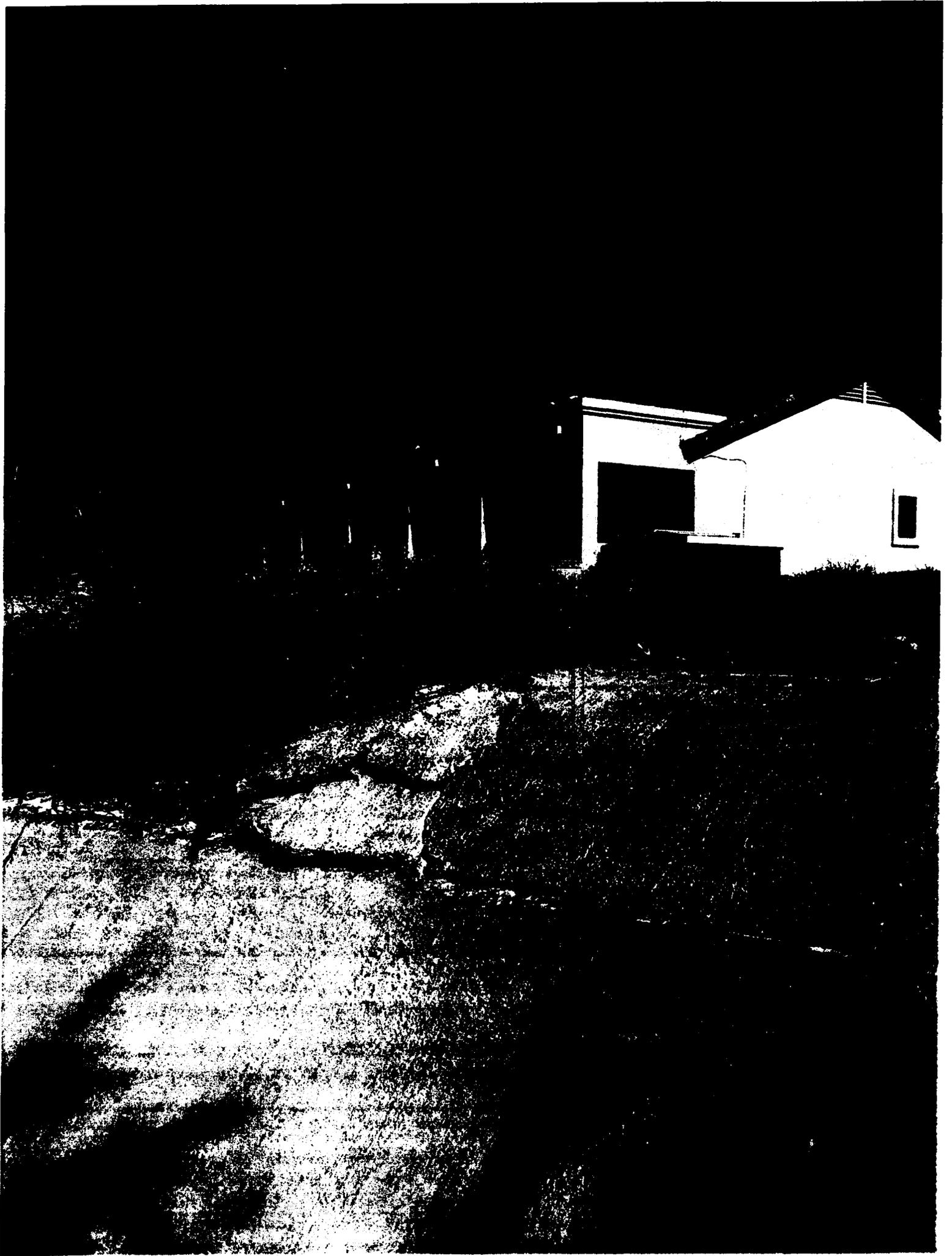
7305 W. Villa Chula

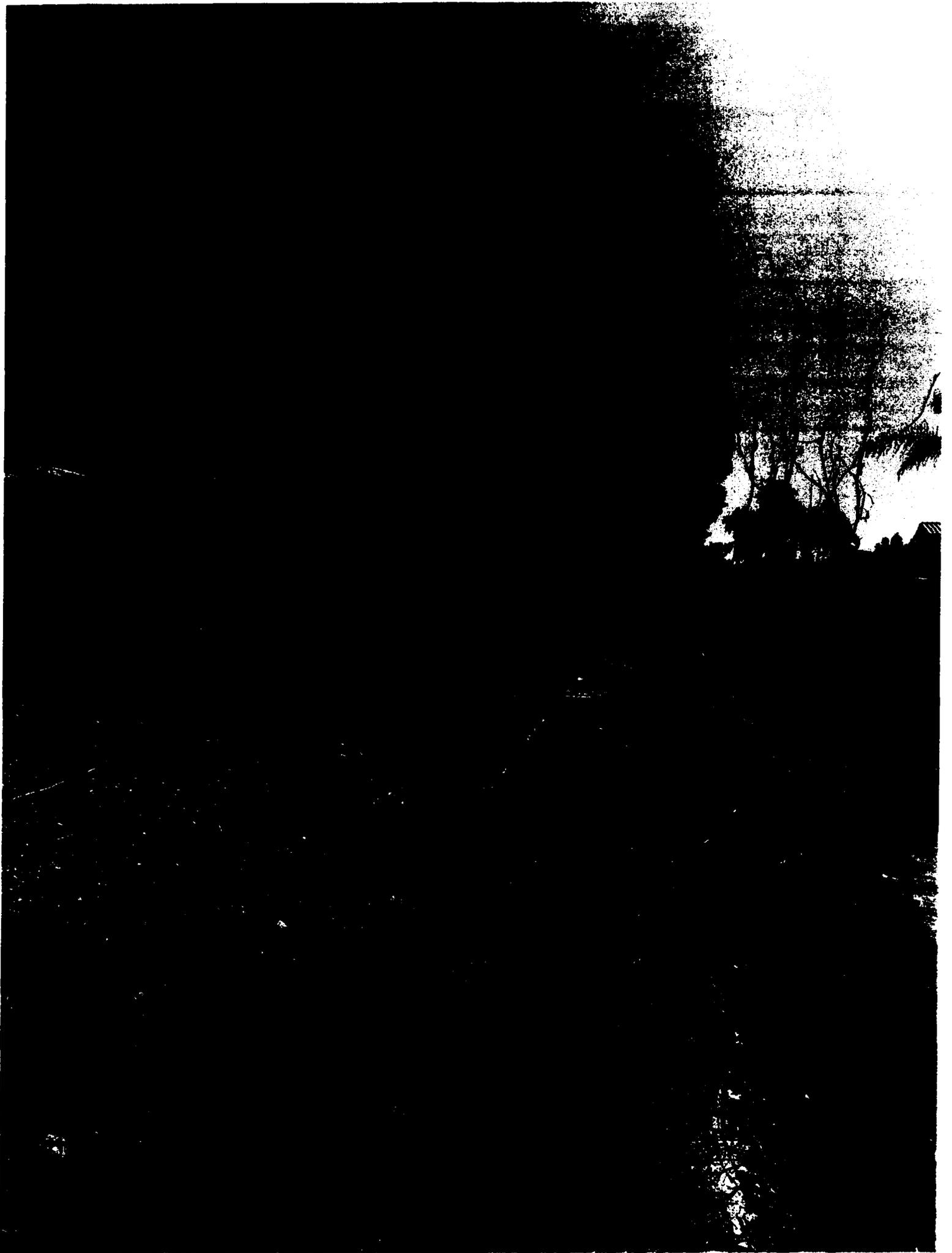
Legend

Line Measure



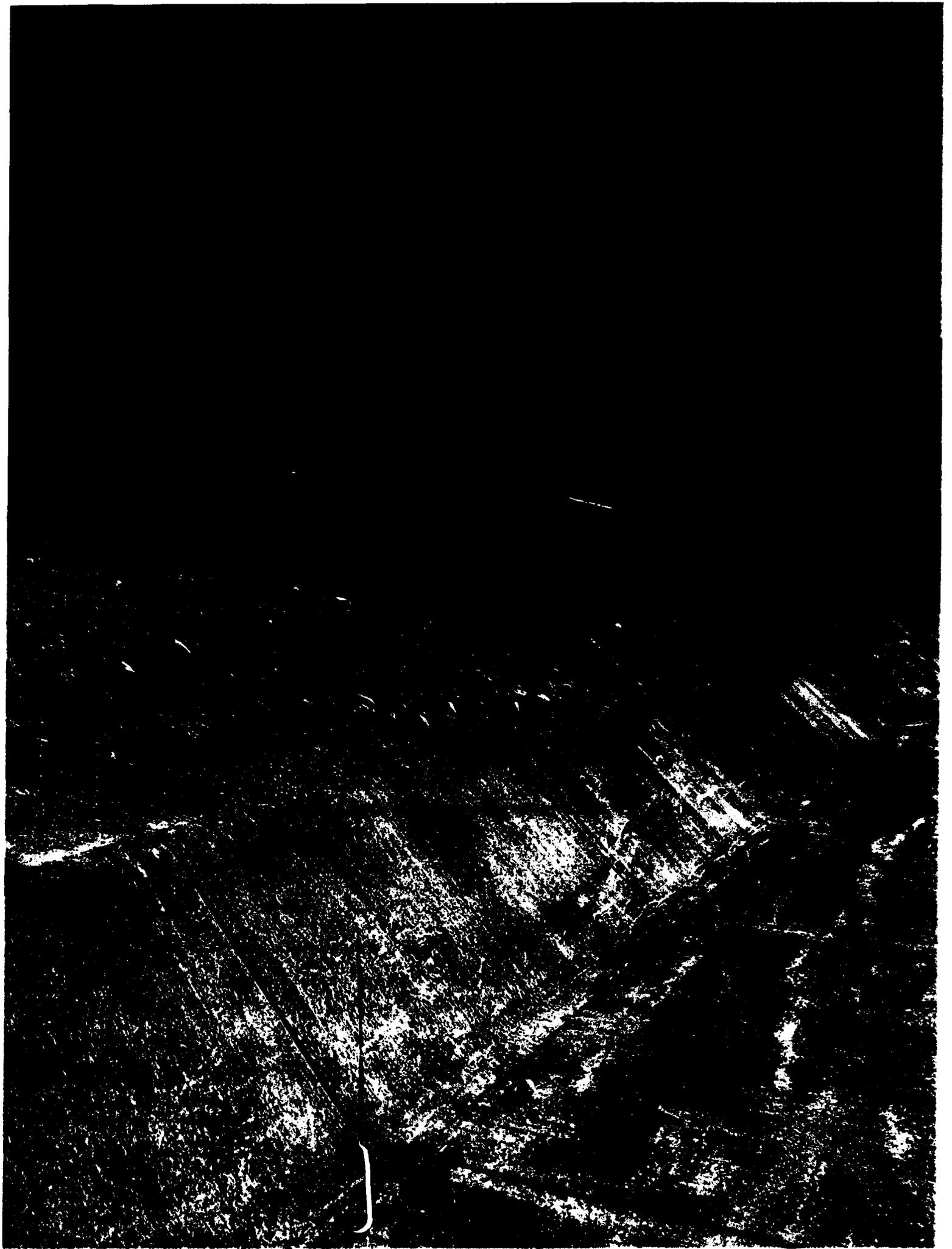
Google Earth













QUALITY
MANAGEMENT
PLAN



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QUALITY MANAGEMENT PLAN

QUALITY POLICY

DBA Construction, Inc. (DBA) believes that quality is the cornerstone of any project and that "doing it right the first time" is in the best interest of all stakeholders. This Quality Management Plan (QMP) describes DBA's plan to ensure that design, procurement, fabrication and construction will meet the requirements set forth by our client and other necessary authorities and the parameters outlined in the contract documents.

DBA takes a proactive approach to quality management to reduce and/or eliminate substandard materials or practices prior to installation. Methods used in this approach include weekly QA/QC meetings, a three-phase inspection process, quality checklists, and quality assurance and quality control audits.

We may designate a Quality Manager (QM) specifically for this project. He/she has defined authority and responsibility for ensuring that the QMP is implemented, but ALL employees, from the field level up through upper management, have the authority to stop work should a quality related issue warrant such actions.

Finally, this QMP will be endorsed and promoted by the client's Project Manager for this contract, for all levels of the project organization including consultants, subcontractors and suppliers. Our approach is designed to ensure a finished product that is structurally sound and functional and meets or exceeds our client's expectations.

Organization

The quality functions for this contract have been organized and structured in a manner where:

- Quality will be achieved and maintained by those who have been assigned responsibility for performing the work;
- Persons or organizations not directly responsible for performing the work evaluate quality effectiveness;
- The individuals responsible for quality evaluations will have sufficient authority, access to work areas, and organizational freedom to identify quality compliance, verify implementation of solutions; and ensure that further processing, delivery, or

installation is controlled until proper disposition of a nonconforming condition has occurred; and

- Quality verification functions will report to a level of management which provides sufficient authority and organizational freedom to ensure that appropriate action is taken to resolve conditions adverse to quality.

Responsibilities

Our quality plan is divided into 5 segments as follows:

1. Construction Quality Control
2. Construction Quality Assurance
3. Design Quality Control
4. Design Quality Assurance
5. Document Control

Contract/Project Manager (C/PM)

Our designated Contract/Project Manager is responsible for the integrity and effectiveness of the quality program for the contract. He has ultimate responsibility and authority of the quality program. It is the Contract/Project Manager's responsibility to ensure that all quality procedures for design and construction are effectively implemented as described in this QMP. It is the Contract/Project Manager's responsibility to oversee the processes for conformance to this QMP.

The Contract/Project Manager is responsible for contract administration and procurement, budget and cost control, change management, document control (including submittals, shop drawings, etc.) schedule reporting and revenue management.

The Contract/Project Manager is also responsible for orchestrating the DBA document control process. Ultimately, quality records are the responsibility of the Quality Manager, but the Contract/Project Manager is responsible for facilitating the receipt and submittal of these documents through our document control process.

Quality Manager (QM)

The Quality Manager is an extension of the Contract/Project Manager to help oversee the implementation and sustainment of the QC/QA Program. The Quality Manager will report directly to the Project Principal and company President, Tom Drysdale.



QUALITY MANAGEMENT PLAN

Depending on the client's preference, and in order to maintain a proper checks and balances process relative to quality management, DBA may subcontract the role of Quality Manager to a qualified local subcontractor specializing in heavy civil construction quality control. The Quality Manager will be responsible for helping to ensure compliance with the quality requirements of the contract and the oversight of the Contract's quality program for all design phase (if appropriate) and construction activities. His duties include:

- Supervision of DBA Quality Team to assure the proper allocation of inspection and testing resources sufficient to accommodate the project design and construction processes;
- Schedule quality control inspections and tests;
- Witness, as required, and review certified test reports;
- Implement and maintain procedures for the Three Phase Inspection process;
- Prepare and maintain tabulation of tests;
- Prepare Daily Contractor's Quality Control Reports as outlined in the specifications;
- Submit next day activity lists to quality assurance personnel for the following days work;
- Supervise the issuance, tracking and closure of Deficiency Notices;
- Help prepare written responses to any authority issued Non-Conformance Reports, Corrective Action Reports and Audit Finding Reports;
- Review construction submittals to ensure conformance to the requirements of the QMP submittal process;
- Maintain an updated set of "working" as-built drawings and make available for audit by quality assurance personnel;
- Document and participate in preparatory inspection and meetings;
- Review subcontractor's QMPs, when requested, to assure they meet or exceed DBA's QMP;
- Supervise the gathering, maintenance, submittal and filing of all required quality record documents per the specifications of this QMP; and
- Coordinate and/or conduct quality related training; and
- Audit DBA subcontractors, consultants (e.g., test laboratories, surveyors, etc.) and material suppliers/manufacturers for compliance with this QMP and the contract documents. Coordination of audit responsibility will typically take place in the Weekly Quality Meeting and be determined by the Quality Manager.

The Contract/Project Manager will report operationally to the Quality Manager. In cases of dispute, the Project Principal, Mr. Drysdale, will have ultimate authority. The Quality Manager will be responsible for the oversight of the Quality Assurance Testing Laboratory (QATL) and Quality Assurance Surveyor (QAS) to assure DBA compliance with the requirements of the QMP. Duties will include, but are not limited to:

- Periodic audits of the quality control function to ensure proper procedures are being implemented and maintained;
- Schedule and maintain records of verification testing, inspections and surveys;
- Document any non-conforming or deficient items and corrective action taken;
- Witness/participate in all three phases (preparatory, initial and follow-up) of the in-process inspection and testing program; and
- Document and maintain inspection punch-lists until all items have been completed and closed.

Quality Assurance Testing Laboratory (QATL)

The DBA QATL will be responsible for performing the quality assurance testing on this Contract. The QATL shall hold and maintain an active accreditation in accordance with ASTM E329. DBA management, including the Contract/Project Manager, will meet to discuss the hiring of an independent QATL with the approval of the client's Contract/Project Manager.



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The QATL will assign a Senior Field Coordinator to each project who will be responsible for communicating with the testing laboratory to provide the necessary observations, inspections and tests. The coordinator will report to and work with the Quality Manager to ensure that these activities are being performed per the contract documents by qualified personnel and that complete reports are being maintained and made available for quality audits.

Quality Assurance Surveyor (QAS)

The Quality Assurance Surveyor (QAS) will perform verification surveying at the discretion of the DBA Quality team. A schedule will be prepared, maintained and reviewed in the Weekly Quality Meeting by the Quality Manager for QA Survey work. Generally speaking, the QAS will be directed by the Quality Manager and their work will include:

- Random verification surveying; and
- 100% verification surveying on "high risk" activities as identified by the DBA Team during preparatory meetings or other work planning activities.

DOCUMENTED QUALITY SYSTEM

General

All team members involved in the Contract process including subcontractors, consultants, and material suppliers will use this QMP and the quality procedures to ensure that the project quality objectives are met, with one exception. If a team member has a valid reason for wanting to follow their own QMP (or deviate from this QMP), they may make a request to do so through the Quality Manager. Other QMPs, or deviated processes, will only be approved if they meet or exceed the requirements set forth in this QMP, as well as the contract requirements. Team members following their own QM-approved QMP will be required to maintain and update their plan as necessary. All revisions are to be submitted to the QM for review and approval. Other QMPs will also be recorded and tracked and team members operating under QM-approved other QMPs will be audited against those QMPs for compliance.

DESIGN CONTROL

General

In the case of a Design/Build contract, the DBA team's design will be developed and reviewed through documented procedures and as per contract

documents. The design will expand upon the preliminary design presented in the DBA proposal, which was developed based on the Request for Proposal (RFP) documents. Design is verified by a design QC process and QA audits as required in the design-related Quality Procedures attached.

This section describes the requirements for the control of design activities associated with the Contract. In general, this section is intended to accomplish the following:

- Define the Contract's responsibility for design quality;
- Discussion of the project design phases, design input and output requirements, design reviews, and quality procedures;
- Ensure that design documents are prepared in accordance with generally accepted design and engineering practice and meet the requirements of the contract; and
- Allow the client to fulfill its responsibility in exercising due diligence in overseeing the design process and design products.

Each team member assigned to the Contract is responsible for understanding the roles and responsibilities as defined in this Plan; and, to develop his/her work products consistent with the procedures outlined herein.

DBA management understands that design involvement in any Contract is limited, and in many cases, unnecessary. The procedures listed are for extreme cases where a complete design package or redesign requiring a Professional Engineer's seal is deemed necessary.

Preliminary Design

The status of design at submittal of the proposal is considered preliminary design and ranges in completeness from approximately 10% to over 30% based on comparison to traditional design-bid-build design packages. It will form the basis of the continued detailed design.



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Interim (60%) Design & Basis of Design Report

As a design package near the 60% completion stage, the Contract/Project Manager will order the package including the Basis of Design Report (BDR) assembled for submittal. The 60% package and BDR will then go through the internal QC process. Following completion of the QC process, the package will be submitted to the client and appropriate stakeholders for review.

Final Design

The final design submittals are done in two parts. First, allow the client to review and comment on the package and then to submit the final package with signed and sealed drawings, calculations and specifications.

- **Review and Comment Package:** As a design package nears the 95% completion stage, the Contract/Project Manager will order the package assembled for submittal for internal QC process confirmation. Following completion of the QC process, the package will be submitted to the client and appropriate stakeholders for review.
- **Final Design:** Once the design submittal reached the 100% completion stage, the Contract/Project Manager will order the package assembled for submittal for internal QC process confirmation. Following completion of the QC process, the package will be submitted to the client and appropriate stakeholders for review.

Issued/Released for Construction

Once approved by the client, DBA will release completed design packages as prescribed in our Release for Construction process. These packages will be detailed, complete and constructible, while allowing for verification of design criteria and compliance with the contract.

Record Drawings

Record drawings will be prepared and organized; complete with calculations and details that accurately represent what was construction. DBA will ensure that record drawings reflect the actual condition of the construction and will submit the electronic files used to prepare the drawings to the client in accordance with contract scope of work.

DESIGN REQUIREMENTS

Design requirements are accomplished through three distinct phases: design, design quality control, and design quality assurance. The three phases, when implemented properly, are the program processes that drive continuous improvement. As with any process, continuous improvement is a by-product of non-conformance control and corrective and preventive action.

The design will be developed and reviewed for accuracy and completeness in accordance with this QMP and the Design Quality Procedures. The project will be designed in conjunction with the client's criteria and standards as provided by the client in the contract documents for this Contract.

DESIGN CONTROL

Quality control and quality review procedures are organized by design element and specify appropriate quality requirements. Quality control starts with the series of meetings held in design: task force, interdisciplinary, intradisciplinary, weekly meetings, etc. Design QC continues with the independent checking of design elements. Specific quality control and quality review procedures include verifying constructability between different disciplines working on plans related to the same geographic area or adjacent.

Specific quality control and quality review procedures will verify that all design products are independently checked. The designer and checker will be clearly identified on the face of all design documents, and the documents will be stamped and signed appropriately.

All personnel are required to be familiar with the contract and their individual responsibilities. The procedures ensure compliance with the contract, generally accepted engineering practices, and this QMP.

Design related QA/QC measures to be implemented for the Contract have been documented in the design quality procedures. These procedures have been developed consistent with this Quality Management Plan and the client's Standard Specifications. The procedures document the requirements for design preparation, coordination, review, approval, distribution,



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revision, and change control. Design documents include all design related documents prepared for the Contract. Each design element that is incorporated into a deliverable, and the deliverable as a whole, will be prepared and reviewed by qualified design team personnel prior to submittal. In the event that the responsible team member's quality program imposes more stringent requirements, the more stringent requirements may also apply.

DOCUMENT AND DATA CONTROL

General

Project document control includes the review of documents by authorized personnel, the distribution and storage of project documents, the control of changes to these documents, and the elimination of obsolete documents. DBA has established procedures to manage the control of documents for this Contract. Subcontractors and subconsultants are expected to follow similar procedures for document control within their project organization to establish traceability and ensure proper storage and back-up for any quality records.

Document Control Software Systems

DBA utilizes multiple computer software systems for various parts of our document control process. These systems include:

HCSS Heavy Bid - HCSS Heavy Bid is an industry-standard estimating program used for compiling and backchecking hard bid items. It is used to compare subcontractor bids, automate calculations, prevent overruns, avoid errors, and access our historical data.

Computerease - Computerease is DBA's project management software of choice. The program is a documentation tracking system that helps us to manage all phases of a project from the pre-construction phase through construction and into the warranty period. The program helps to prepare and maintain project management reports including, but not limited to, contract drawings, bid packages, cost reports, billings, budgets, RFI's, submittals, meeting minutes, daily reports, inspections, transmittals and more.

Daily Quality Reporting

DBA is thoroughly familiar with the client's requirements for quality reporting and will comply with client's standards for quality reporting on this Contract.

In addition to required reports, DBA's Quality Manager will complete his own daily quality report for the scope of activities as they are assigned. These other daily quality reports, along with any supporting information (i.e., checklists, preparatory meeting information, etc.) will be scanned into Computerease as another attachment to the daily journal for that particular work day. The client will have access to these reports should they have an interest in reviewing them. Original copies of daily quality reports will be maintained as quality records.

Email Communication

Email will not be used for formal correspondence (i.e., correspondence which documents decisions affecting project direction, scope, schedule and/or cost) on this Contract. That said, email is a good tool for general project communication. To provide for easy identification and organization, email messages should contain a description of the job order and the particular email issue, within the subject line of the message. The originator or recipient of an email is responsible for determining if the correspondence should become part of the project record. In those instances, the message should be copied to the letter format and provided to the Contract/Project Manager or Quality Manager for processing.

Correspondence with the Client

Formal correspondence between DBA and the client will generally take place between the DBA Contract/Project Manager (for DBA) and the Client Project Manager. An exception to this would be executive level correspondence between the Project Principal for DBA and the client's Contract Manager. Other related parties may be copied as well to facilitate the timely dispersion of information. Letters to the client will include a sequential "general letter" number in the subject line, as well as the contract numbers identified.

Meeting Minutes

DBA will keep minutes for regularly scheduled project meetings. These will be filed within the Project



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Management software *Computerease*, as well as a hard copy within the Contract/Project Manager's files. Draft minutes are typically distributed via email, after the meeting, to be individuals who participated in the meeting. Once comments have been gathered and addressed, the minutes for a particular meeting will be considered final and distributed to the attendees before the next regular meeting. Minutes should be organized by topic, include brief summaries of what was discussed, and a list of action items with responsible parties where follow-up is needed. The appropriate team manager should monitor action items to ensure that they are being addressed. Resolution of action items should be discussed in a follow-up meeting and documented in the minutes for that meeting. Meeting minutes can be easily created, maintained and tracked within the project management program.

Design Submittals

The submittal of BDR outlines, design packages and other design-related information will be processed by the Contract/Project Manager or his designee. Quality control and quality assurance for design submittals lies with the responsible engineer-of-record and the Quality Manager and is outlined in the QMP. Design submittals will be in accordance with the procedures outlined in the Contract Documents.

Construction Submittals

Construction submittals are classified in two groups as follows:

- Construction submittals for client review/approval; and
- Construction submittals for DBA as Contract review and approval.

Construction submittals are reviewed on the basis of materials selections and schedule. Submittals that include the client requiring review and approval is related to several Division specifications. All other construction submittals will be reviewed and approved by DBA. Procedures for both of these scenarios are outlined in this QMP.

Variations to the contract documents are to be clearly noted on the submittal cover sheet. Revisions to

submittals are also to be numbered as follows:

- First submittal Rev. 0
- First re-submittal Rev. 1
- Second re-submittal Rev. 2

Construction Submittal Categories

Shop Drawings - Include complete, detailed, and dimensioned drawings that show fabrication, erection, layout and setting procedures. Shop drawing should also include lists of materials, schedules, manufacturer's drawings, data, and catalog cuts, fabrication and performance tests as required. This element is unique to any type of piping or ironwork for the Contract.

Working Drawings - These drawings are similar to Shop Drawings but refined to show only the work for the current task.

Manufacturer's Certificates of Conformance or Compliance - Manufacturer's Certification will be furnished in accordance with the client's Standard Specifications on items of materials or equipment incorporated into the work. All certifications are to be clearly marked indicating the item of material or equipment it is certifying. The certifications should be signed by an official of the company from which it is derived.

Certified Test Reports -

- **Off-site Testing:** Before delivered materials and equipment are accepted for use, certified copies of required tests are to be submitted and approved. Test reports are also to certify that material and equipment proposed to be used on the job will be the same make, type, quality, and manufacturer as that tested.
- **On-Site Testing:** Certified test reports also include the final copy of the testing laboratory reports for all on-site field tests. Reports are to be numbered consecutively for each type of test for the purpose of tracking and posting of the data. Test reports are to be reviewed for accuracy, clearly stamped as either "CONFORMS" or "DOES NOT CONFORM" in red ink and signed/certified by the laboratory's responsible Professional Engineer. Retests, at previous non-conforming test locations, are to note the related previous non-conforming test number.



The client will be provided with a list of names and credentials for all lab personnel who will be reviewing, stamping and certifying test reports.

Tabulation of Tests - The tabulation of tests will be maintained and kept up to date by the Quality Manager or his designee. Tests are to be logged by type of test and sequential numbering. An up to date tabulation of tests including conforming and non-conforming tests, will be available to the client and Quality Manager for auditing.

Other Submittals Required - Daily QC reports to be submitted by the next day; next day activity lists and schedule of testing to be transmitted at the end of normal working hours for the work to be performed the following day; written responses to a non-conformance reports to be submitted within the agreed timeframe; and written responses to audit findings within ten (10) working days of issuance.

PURCHASING

DBA utilizes a Purchase Order Agreement (POA) or Master Subcontract Agreement and Work Order (Subcontracts) requiring the supplier or subcontractor to provide material(s) per plans and specifications; and to furnish material certifications, point of national origin, submittals, and O&M manuals (when necessary). POAs and Subcontracts are to be reviewed by either the Quality Manager or his designee, for compliance with the contract documents prior to release. Supplier QC programs are also to be reviewed by either the Quality Manager, the Contract/Project Manager or their designee to verify they meet or exceed the contract requirements.

Scheduled material deliveries are to be noted on the Next Day Activity Reports. Upon delivery, materials are to be inspected by the appropriate inspector to ensure compliance with the Purchase Order Agreement, contract documents and specifications. Material delivery inspections are to be noted on the Daily Report, as well as on a "Quality Control Receiving Report" (QCRR). A copy of the QCRR, along with related material delivery tickets, will be scanned into Computerease and attached to the daily journal for the appropriate work day. Originals will be maintained in the QC files.

PRODUCT IDENTIFICATION & TRACEABILITY

Manufacturers and suppliers of parts, components, or batch materials are to fully identify and control items of production to prevent the use of incorrect or defective items and to ensure that only correct and acceptable items are used and installed in accordance with the contract requirements. Parts and components are to be supplied with legible identifying marks, tags or labels. Products are to be delivered in the original manufacturer container with labels and directions. Batch materials will be supplied with appropriate batch tickets that provide identification of the material. Aggregates and other raw materials will also be supplied with back-up data (e.g., sieve analysis reports) to identify the material and tie it back to previously approved submittals. Material receiving inspections will be performed at the time of delivery to verify compliance.

INSPECTION AND TESTING

This section of the QMP outlines DBA's plan for performing inspection and testing functions if required or requested by the client.

On-Site Quality Control Inspections

The Quality Manager, under supervision from the client, can perform inspections of all field work activities (including corrections to any deficient or non-conforming work) and materials delivered to ensure conformance with the plans and specifications. Inspections are to follow the three-phase process. They are to be performed on a daily basis with related observations recorded on a daily report. Copies of field test data, material delivery tickets, etc. will also be attached to these reports.

Preparatory Inspection and Meeting

Preparatory meetings are to be held prior to the start of any new work activities. Preparatory meetings are to be led by the Quality Manager and include the Contract/Project Manager, the supervisor in charge of the work and, where practical, the crew(s) responsible for accomplishing the work. Representatives from the client are also invited to attend these meetings.

These meetings are intended to ensure that the requirements of the contract documents, the

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standards for quality and workmanship, and all job site safety requirements are understood. If it is apparent that a worker does not have the proper knowledge to perform the items needed, the worker will not be permitted to perform that item of work until proper training is provided. Items to be discussed are as follows:

- Review approved submittals;
- Review contract requirements (i.e., plans and specifications);
- Review safety requirements; and
- Discuss testing requirements including attendees, frequency of tests, and schedule.

In conjunction with the preparatory meeting, preparatory inspections should also be done. Preparatory inspections include a physical examination of the work site to ensure that all intended materials and equipment conform to approved shop drawings and submittal data and assure that all required preliminary work has been completed.

During the preparation meeting and/or inspection, the participants are to discuss the initial inspection of the particular item of work in an effort to reach a mutual agreement. If no mutual agreement is made, the Quality Manager will define when initial inspections are to begin.

Initial Inspection

Initial inspections are to be performed by the client. Items to be discussed are as follows:

- Inspection performance of scheduled tests
- Examination of the quality of workmanship
- Review of omissions or dimensional errors
- Approval or rejection of the initial segment of work

Follow-up Inspection

Follow-up inspections and continued testing and examination to ensure compliance with the contract requirements, are to be performed on a daily basis by the DBA foreman, Superintendent, and Contract/Project Manager after work items are substantially complete and unresolved non-conforming items have been satisfied. The requirements are as follows:

- Complete contract document compliance
- General appearance
- Workmanship
- Cleanliness of areas and equipment
- Identification of equipment
- Removal of unused material and temporary facilities
- Completion of all job close-out documents
- Follow-up inspections shall be identified with schedule activity codes

Quality Control Testing

The client is responsible for supervising laboratory field technicians to ensure quality control tests are conducted at the specified frequency or intervals outlined by the project specification requirements. Additional field tests may be performed to document the progressive quality of the work. The client's representative should also ensure that all testing is performed under the proper environmental conditions and that any adverse conditions or mitigating circumstances are duly noted on the respective test report or in the daily quality control reports.

A list of tests can be compiled by the Quality Manager of the test required by the contract documents. This list will be subject to further development in conjunction with the approval of the individual design packages. The list identifies each test and inspection along with frequency and criteria from the individual technical specifications sections. Additional test and inspection hold points may be identified during the preparation meeting and through the construction process. The additional testing will be added to this list of tests as construction progresses.

INSPECTION & TEST STATUS

The Quality Manager will maintain current records of all inspections and tests, as well as the Tabulation of Tests per for Standard Specifications for Quality Control. The Quality Manager will also maintain current records of quality surveillances and testing. QA verification tests will also be logged in a separate Tabulation of Tests, maintained by the Quality Manager. These documents are intended to show required



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inspections and tests have been performed, including: type and number of inspections or tests involved, results of inspections or tests, causes of defects and rejection, proposed corrective action. The Quality Manager's records will document both confirming and non-conforming items, and will include a statement that suppliers and materials, incorporated in the work, are in full compliance with the specifications. Test reports will be stamped on the cover sheet in large red letters "CONFORMS" or "DOES NOT CONFORM" as per standard specifications. Non-conforming tests will be reviewed by the Quality Manager and Contract/Project Manager to determine the appropriate plan of action. If immediate rework and retest is an option (i.e., with embankment backfill density) the test report for retests will note which previous failed tests are being retested. Other, more significant test non-conformances may result in a deficiency notice or non-conformance depending on the type of work, severity defect and potential for affecting follow-up work activities. All test reports will be available for audit by the client and Quality Manager. Updated tabulations of tests will also be submitted on a monthly basis with the DBA pay application.

NON-CONFORMANCE

Overview

Non-conforming materials, equipment and/or work is to be identified, documented, segregated (where possible), controlled and dispositioned to prevent their inadvertent or unauthorized use. A non-conformance may be identified as a result of a deviation in form, fit, function, or lack of proper documentation. Non-conformances indicate an issue with the QMP, or any of its related quality procedures, the QMP will be modified to correct that deficiency and the revision will be submitted to the client for approval.

Responsibilities

All employees of the DBA team are required to bring any detected or suspected deficiency or non-conformance to the attention of project management.

The DBA team's quality management representatives are responsible for issuing deficiency notices or non-conformance reports and tracking these issues through closure. Deficient/non-conforming work

and corrective actions will also be mentioned in the appropriate section of the daily reports.

It is the responsibility of project management to develop corrective action plans and resolve non-conformances to the satisfaction of the client and the Designer-of-Record.

Deficiencies

Deficiencies are non-conformances that can be reworked to bring the finished product into compliance. For example, in the event of a failing embankment density test, the earthwork contractor can rework the area in question, through additional compaction effort, the adding of water, etc. to bring it into compliance. Since deficiencies will be identified by the Quality Manager or client inspector observing the work, they will be responsible for determining how to handle the issue. Deficiencies that cannot be easily corrected the same day or that may affect follow-up work require the issuance of a deficiency notice (DN) to the responsible party. DNs are to be noted in the daily report for the Quality Manager on the date that the deficient work is identified. The Quality Manager will add deficiencies to the deficiency log to track through resolution. Unresolved deficiencies that affect scheduled follow-up work will be transferred to a non-conformance. Copies of the DN and Deficiency Log are included in this QMP.

CORRECTIVE ACTION REPORTS (CAR)

Overview

While "corrective actions" are part of resolving deficiencies and non-conformances, the client reserves the CAR for the most significant occurrences.

Corrective Action Reports

The DBA Team will only use CARs for identifying negative trends or systemic problems that require immediate attention. DBA used CARs will only be written by the Quality Manager, authorized by the Project Principal and will be recorded and tracked on a CAR Log.

QUALITY RECORDS

Overview

Quality records are completed documents that furnish objective evidence attesting to the quality of items

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and/or the work. Quality Records should be legible, identifiable, retrievable, and protected against damage, deterioration, or loss. Requirements and responsibilities for record transmittal, distribution, retention, maintenance, and disposition are to be in accordance with the contract documents and the appropriate rules and regulations contained therein. Quality Records are subject to QA audits.

Retention Period

Unless otherwise required by the client, all Quality Records are retained for a period of 3 years from the date of final payment.

Storage, Preservation, and Safekeeping of Quality Records

DBA's Quality Manager will establish a system for retaining Quality Records. Quality Records are to be filed in an organized manner with an index. The indexing system, for Quality Records, should provide sufficient information to permit prompt retrieval (i.e., where are the records located), a description of the Quality Record and the item(s) or activity to which it applies, and the length of time said records are to be retained.

Quality Records can be stored electronically through our Project Management software and in hard copy files. Unless otherwise noted, hard copy Record Documents will typically be kept in the project office. Provisions will be made in the storage arrangement of Quality Records to prevent damage, deterioration, or loss. Security will be established to preclude the entry of unauthorized personnel into the storage area. Measures are to be taken to provide for prompt replacement, restoration, or substitution of lost or damaged Quality Records.

As discussed in Document Control, hard copies of various project documents are stored in the project job offices. Record documents are to be stored in fire and heat resistant cabinets. The record documents include:

- Conformed Contract Document
- Working As-Built Drawings & Specifications
- Record As-Built Drawings & Specifications
- Contract Changes

- Approved Shop Drawings & Product Data Submittals
- Clarification of Explanatory Details and Specifications
- Inspection Reports (including the Daily Contractor's Quality Control Report and daily reports from the Quality Manager and inspector)
- Laboratory Test Reports
- Field Test Reports and Records
- Inspection Tags

In addition to the Record Documents listed, DBA views the following as supporting Quality Records:

- Request for Information
- Request for Information Log
- Submittal Schedule
- Material Source Information
- Quality Assurance Audit Reports
- Tabulation of Tests
- Quality Control Deficiency Notice
- Quality Control Deficiency Notice Log
- Non-Conformance Report
- Non-Conformance Report Log
- Corrective Action Report
- Corrective Action Report Log
- Audit Findings Report
- Audit Findings Log

These documents will also be stored at the jobsite office, in fire and heat resistant cabinets.

TRAINING

Overview

This section describes the responsibilities for identifying training needs and providing for the instruction and training of the DBA personnel who will be performing activities affecting the quality of this Contract.

DBA will provide training opportunities related to this QMP and the related Quality Procedures. Design-related QMP training will be the responsibility of the

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Design Quality Assurance Manager. Construction-related QMP training will be the responsibility of the Quality Manager or his designee.

In addition, personnel performing or managing activities that have an affect on quality are expected to be knowledgeable in the contract document requirements that pertain to their scope of work. If additional training is needed, DBA management will work diligently to identify that need and chart a path for completing it. The extent of instruction and training required depends on the following elements:

- The scope, complexity, and nature of the activity;
- The education, experience and proficiency of the person; and
- The specific requirements of the contract documents regarding training and certification

As a normal course of business operations, DBA requires that all field employees receive training and/or certification in the following areas:

- First Aid/CPR
- Dust Certification Rule 310
- OSHA 10-Hour
- MSHA Certifications for Surface Mining
- Excavation competent person
- Fall protection
- Use of Personal Protection Equipment

Training Records

Training and certification records of all personnel performing DBA quality functions should be retained in the project file at the project office.

CONTROL OF SPECIFICATIONS

Purpose

Specifications are used for communicating concepts for guiding others in producing the desired end product. Specifications are performance based, providing final performance characteristics of the item or design based, and providing details on either some or all of material types, equipment, sequencing or other methods of producing the work. Regardless of the type, it is essential that they describe information clearly so that conflicts and misunderstandings of the requirements are avoided.

Scope

This procedure is applicable for the preparation and checking of all specifications.

Definitions

Specification - A specification is a formal controlled document used in communicating concepts for other to produce the end product. Specifications are required to be sealed by a professional engineer licensed in the State of Arizona and experienced in the discipline presented on the specification.

General

It is important to, in a consistent manner, prepare and check specifications prepared for communicating the concepts of the project. This procedure details the methods in which the Design Manager, Discipline Leader, originator, drafter, and checker define, prepare and check specifications.

Process

Responsibilities - As per the Contract Documents, the following members involved in the specification process will be led by client representatives and will be the responsibility of the client to ensure their accuracy.

- *Originator*: The Originator is responsible for preparing the specifications in accordance with the contract requirements, project-specific guidelines, codes, criteria and standards, and confirming any changes made by the Checker. The Originator has the primary responsibility for accuracy and adequacy of the document. It is not intended that the Originator rely on the checking process to complete the document.
- *Checker*: The Checker, who is independent of the Originator, is responsible for verifying the correctness of the assumptions upon which the specifications are based and for compliance with the contract requirements and project-specific guidelines, codes, criteria and standards.
- *Back-Checker*: The back-checker (or Originator) is responsible for reviewing the checked document and confirming that the items marked as error are indeed errors and that the corrections noted are indeed correct.



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- **Corrector:** The Corrector is the Originator and is responsible for ensuring that the changes marked on the checkprint are made on the original document.
- **Verifier:** The Verifier or the Checker is responsible for reviewing a copy of the corrected document against the checkpoint and verifying that the corrections marked have been properly incorporated.

Preparation

The client will collect available standards or sample documents from the Engineer-of-Record for the project specifications. The specification format follows the client's specified standards if available. If the client has no defined standards, industry standards appropriate to the type of work performed will be used as defined by the client.

The client's PM prepares a summary list of items of work that identifies which items conform to standard specifications, which items require project-specific specifications, and the Originator and Checker responsible for each section.

The Originator develops the specifications addressing, at a minimum, the following elements:

- Description of work
- Material requirements
- Construction requirements
- Measurement and payment

Checking

The client's PM ensures that the specifications are checked. The following provides a basis for checking:

- Conformance to client's standards and format
- Design assumptions, where applicable
- A clear and complete definition of work of the section
- Identification of items of work and all products/materials required
- Current code and manufacturer references, where applicable

- No internal inconsistencies
- Consistency between the contract drawings and the specification
- No superfluous material that could cause confusion during construction
- Identification of measurement and payment terms for each item
- Clear and consistent language

Designer staff follow guidelines for documentation of specification checking. The checking process below should be followed.

If the client's "Boiler Plate" is written (new specification) or modified by Designer, the Discipline Lead arranges for the modified sections to be checked by a Designer specification specialist. The Discipline Lead forwards the entire construction bid package to the specialist for the check. The specialist discusses any comments with the Discipline Lead and furnishes comments in writing. A marked-up copy of the affected pages will be sufficient to communicate the comments. When changes are proposed during the checking process, the marked-up document is reviewed by the Originator who initials each acceptable change in black pencil prior to incorporation of the proposed changes.

The project specifications are reviewed by the Design Manager or designee and the Design Quality Assurance Manager to verify completeness and consistency with client and project requirements and to verify that all specification sections are coordinated among the various disciplines on the project. Any changes necessary as a result of that review are communicated to the Originators and Checkers.

Submittals

Final signed and sealed specifications are submitted with "Issued for Construction" documents.

Records

The following records are maintained in the project files:

- A list of items of work required for the project
- A record copy of the completed specifications

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with each section signed or initialed by the Checker along with the comments, disposition of comments and Originator initials indicated.

- A record copy of the completed specifications as submitted to the Authority, with the Design Manager's signature on the transmittal or on the specification cover sheet.

DESIGN CHANGES DURING CONSTRUCTION

Purpose

To establish the scope, responsibilities and procedures for processing with Requests for Information (RFI) or clarifications required by Contractor or fabricators.

Scope

This procedure includes the interface between Construction Management and the Design Engineer to address questions arising on the design during construction.

General

No design document will result in perfect dissemination of the intent of the design. During construction, questions will arise regarding the design intent, dimensional questions, material specifications, material shortages and substitute materials, and a myriad of other circumstances. For these occasions, the RFI process is the standard process in the industry for construction to ask questions of design.

An RFI is not intended to be in lieu of a design change if there is a design error or changed condition requiring a design change. An RFI response may result in the need for a design change.

Responsibilities

The client must give prompt attention to field inquiries and document by memorandum or in a project diary the analysis and resolution. The Design Manager or designee may delegate response and tracking of the RFI to the Design Quality Assurance manager or a specific Discipline Lead.

Procedures

1. The Contractor contacts the client prior to sending the document requesting information or clarification of design.
2. If the client's response is immediate, a phone conversation memorandum is generated by the Contractor with a copy to the Design Manager.
3. Should the telephone conversation not result in an immediate response, the field inquiry is forwarded along with any clarifying or supporting documentation that the Design Manager may have requested. The Contractor may mail, fax, or hand-deliver the inquiry in a manner consistent with the annotated suspense date.
4. The Design Manager takes all immediate actions; i.e., lines up personnel to handle the inquiry, contacts consultants, reviews the contract plans and specifications or contacts materials suppliers as necessary to meet the agreed-upon deadlines.
5. The Design Manager makes a full investigation of the inquiry, including a field inspection, when the inquiry involved changed conditions. The Design Manager documents the method and details of the complete analysis of the inquiry for the project files. The response, however, should be brief and to the point and need not outline the complete background. Sketches needed to clarify text should be attached to the response.
6. The Design Manager logs in and stamps "Received" on the inquiry upon receipt, and dates and signs the response.
7. The Design Manager notifies the Contractor by telephone of the response before returning it, in order to eliminate any possibility of misinterpretation or dispute.

Records

The following records are maintained in the project files:

- Each RFI
- Each RFI response

CORRECTIVE ACTION REPORTS

Purpose

The Corrective Action Report will only be used to identify a negative trend or systemic problem with a subcontractor, subconsultant, or vendor, that requires

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immediate attention. If the CAR proves ineffective, positive measures may be invoked in accordance with client's Procurement Regulations, up to and including termination of the contract.

Responsibilities

The Quality Manager (QM) is responsible for issuing Corrective Action Reports, as well as managing their resolution.

Issuing a CAR

- When an DBA Team Quality Manager (i.e. QM, CQCM, CQAM, or DQAM) identifies a negative trend (e.g. repeated DN's/NCRs related to the same type of work) or a systemic problem (e.g. lack of interest in resolving deficiencies or unwillingness to improve) with a subcontractor's QC program, sufficient to warrant a CAR, he notifies the QM.
- If the QM and the other related Quality Managers agree a CAR is needed, a CAR is completed following the instruction included with the CAR form.
- CARs are sent directly to upper management at the contractor in questions. A copy of the CAR is given to the Authority's QA Auditor as well as the DBA Team PM, CM and other affected parties. CAR's will also include a cover letter outlining the expectations for the responsible party and will be sent via transmittal to document receipt and track for completion.

Contractor's Proposed Resolution of a CAR

The CAR cover letter will instruct the responsible contractor to perform a root cause analysis and recommended resolution for the issue. The contractor is required to respond with this information (i.e. root cause and proposed disposition) in writing within a stated time frame (typically 2 to 5 days depending on the issues). Considering the nature of issues that result in CARs an on-site meeting will likely be held to all the parties involved to determine the official root cause, corrective action plan and actions that need to be taken to prevent reoccurrence.

Final Resolution of a CAR

The QM will ultimately complete the CAR form and get client QA acknowledgment of the plan for

resolution. Once the contractor indicates the corrective and preventative actions have taken place, the SQAM will verify resolution and close the CAR. Copies of the closed CAR will be provided to all parties involved and the original will be retained in the project files.

AUTHORITY ISSUED CAR'S

The client's QA staff also has the right to issue CARs. Generally speaking, client-issued CARs will follow the procedures outlines in client's Quality Assurance Program and the contract documents.

QUALITY AUDITS OF DESIGN

Purpose

To describe the methods, define the requirements, and establish the responsibilities related to the conduct of Quality Audits of design functions.

Scope

This procedure applies to all design related functions of the project for the designer and its consultants. Audits are performed by the Design Quality Assurance Manager (DQAM) or designee, to assess the design team's compliance with this Quality Management Plan (QMP) and/or, where applicable, a subconsultant's approved QMP. This procedure also provides for coordination and follow-up of audit findings and recommended corrective actions.

The performance of audits in support of the QMP includes the following:

- Design Package Audits to determine the compliance of the Design Manager, Discipline Leads and their design teams to the QC requirements of the QMP.
- Subconsultant design packages and Audits to determine the compliance of the consultant's design staff to this QMP and/or, where applicable, the subconsultant's approved QMP.
- Coordination and review of QA audits for designs-by-others. For example, as noted in QMP, signal and communication design in being performed by consultants, through DBA's subcontract with client. The DQAM has designated an officer within the client's engineering department to perform audits of these designers. Audit procedures, check lists,

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etc. will be reviewed and agreed upon prior to these audit and results, reports, etc. after.

- Field Investigation and Equipment Audits to determine the compliance of field activities and equipment used by surveyors or other consultants in collection of data for design.
- Nonconformance and corrective and preventative action reports to determine the processes follow those outlines in the QMP.

Definitions

Audit- The evaluation of a process or product for compliance with specified procedures outline in the project approved Quality Management Plan.

Finding - a noncompliance identified in a QA audit. Findings will be documented by the auditor in an Audit Findings Report (AFR). AFRs require a written response from the auditee. Audits cannot be "closed" until all audit findings are resolved. Findings are more than critical than observations.

Observations - A fact of objective evidence uncovered during an audit, sustained by evidence and which could later become a finding. Observations do not require written reporting or written response, but they are to be checked in future follow-up audits.

General

It is important that all design activities are performed in a consistent manner to help ensure the completed design is compatible among disciplines meets the Authority's needs and it repeatable. Quality Control aspects confirm the consistency and accuracy of the design. It is important that Quality Control is performed in a consistent manner and Quality Assurance audits are the means to confirm consistent and thorough Quality Control.

Process

Responsibilities

The Design Quality Assurance Manager is responsible for ensuring audits are scheduled and performed to ascertain that the design quality program is adequate, objective, and effectively

implemented. The DQAM, or representative, is to conduct the audits in a professional and objective manner and, consistent with the planned audit objectives, minimize interruptions to normal work flow of the organization being audited. The DQAM is to ensure that audit evaluations and findings are valid and supported by specific written requirements of the Quality Procedures, the Quality Management Plan, and other applicable policies and procedures.

The Design Manager or Discipline Lead if a specific discipline result is being audited is responsible for ensuring a receptive and cooperative response to the auditor by personnel in their group and providing timely access, during the performance of the audit to pertinent facilities and documents.

All Project staff members should be familiar with their quality control responsibilities and the checklist items for the audit.

Procedures

An audit schedule will be prepared, based on the design baseline schedules. Audits will be scheduled and the schedule will be distributed to the appropriate team members and subcontractors personnel. The schedule will be reviewed and updated as needed to reflect any adjustments baseline schedule and/or work plans. The DQAM that will notify the DM in writing, a minimum of ten days prior to an audit in order to ensure the key personnel are available. The DQAM will also provide a copy of the audit checklist items to auditee at this time.

Prior to conducting the audit, the auditor will hold a meeting with the auditee, to provide for introductions, clarify audit scope and objectives, arrange logistics, answer questions, and review items on the audit checklist.

During the audit, the auditee provides the auditor with access to all documents and personnel necessary to achieve the audit objectives. The audit includes, but is not limited to:

- Review of documentation for compliance with approved quality procedures.
- Interviews with individuals performing the work activities, for understanding the quality requirements.



Mohave Contract
15F-DBAI-0522

DBA Construction, Inc.
Via Email

June 14, 2016

Agreement To Amend The Standard Terms And Conditions for Construction; Performance And Payment Bonds

Mohave Educational Services Cooperative, Inc.'s (Mohave) previous contract requirements for payment and performance bonding included reference to statute, title, and/or rules, and specific vendor actions, and acknowledgment from the member when waiving performance and payment bonding. However, these requirements may not be applicable to all members. This amendment replaces the previous requirements in the Special Terms and Conditions regarding issuing performance and payment bonds. The Special Terms and Conditions have been modified as follows:

11 . PERFORMANCE AND PAYMENT BONDS

11.1. Issuing performance and payment bonds: It shall be the sole responsibility of the member to determine if any applicable performance and payment bonding requirements apply to the procurement under an awarded contract. Member must request that the contract vendor provide the performance and payment bonds that meets the requirements prior to project implementation.

The contract vendor shall supply Mohave with a copy of the procured bonds upon request. If the contract vendor fails to deliver any required performance or payment bonds requested by the member, the contract with Mohave may be canceled.

11.2. Payment bond requirement: An irrevocable payment bond shall be executed in an amount equal to 100% of the price specified in the contract between the member and the contract vendor by a surety company authorized to do business in Arizona. This bond will protect all persons supplying labor and material to the contract vendor for the performance of the work provided in the contract.

11.3. Performance bond requirement: An irrevocable performance bond shall be executed in an amount equal to 100% of the price specified in the contract between the member and the contract vendor by a surety company authorized to do business in Arizona.

This agreement shall be effective July 1, 2016. Signature below indicates agreement to modifications as listed above.

Tim Ginter
DBA Construction, Inc.

Dated 6/14/16

Anita McLeMore, Interim Executive Director
Mohave Educational Services Cooperative, Inc.

Dated June 14, 2016



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- Review of operations of the audit item, to include witnessing the operations to determine adherence to the written submittal or specification procedure.

Auditor issues a formal Audit Report (AR), with the following scope of the audit, observations and findings, which is transmitted to the auditee. An Audit Log with the audit numbers and dates will be kept by the DQAM. Findings that require corrective actions are also documented in an Audit Findings Log. Audit Report copies will be sent to the QM and client's Quality Assurance Representatives as requested.

After receiving the Audit Report, the auditee reviews and responds (if needed) in writing within 30 days. Written responses are required when the AR includes "findings". Audit responses describe what caused the finding, what corrective actions are being taken, who is responsible for corrective action and when corrective action will be executed. DQAM either approves or rejects audit responses. Rejected audit responses are to be resubmitted by the auditee within ten working days. DQAM notifies QM of the audited functions and when items are closed.

The following are the key steps in performing and audit and are followed for each audit:

1. Audit checklists are developed and utilized during audits to ensure objectivity and continuity of audits. The audit checklist lists all required QC activities and mark those specifically checked on the subject audit.
2. At the completion of the audit, and prior to finalizing the audit report, the auditor conducts and exit interview with the responsible management of the audited package. If there are questions about the findings or corrective actions the Design Manager will resolve any questions and establish mutual understanding regarding audit finding and proposed corrective action(s).
3. Complete an Audit Report and distribute to it appropriate personnel. The Authority will receive all audit reports upon request. The report stipulates the agreed timeline for addressing any audit findings or corrective actions identified.
4. Audit activities, including resolution of findings and observations, are documented and retained as quality records in order to provide the means for the DQAM and the Authority to monitor the overall quality audit program. In addition, copies of audit reports are provided to the audited organization, the DM and the Quality Manager.
5. Audits resulting in "observations", can be closed without a formal response from the auditee. Audits with observations can be closed, prior to any correction, however, observations should be noted so follow-up audits can confirm that correction have been made.
6. Audits resulting in finding do require written response from the auditee. Audits with "findings" should remain open until all findings have been dispositioned. Follow-up audits should be performed to verify corrections.

Records

The following records are maintained in the project files:

- Each audit report with the audit checklist
- All responses and corrective action documentation to audit findings Reports (AFR)
- Log of AFR's with status from audits.

CONSTRUCTION & MATERIALS QUALITY AUDITS

Overview

Quality is a required element of each activity affecting client's final product. The Quality Assurance and oversight function shall be performed by DBA's Construction Quality Assurance personnel not directly or indirectly responsible for the performance of the work.

Purpose

The CQAM shall perform formal scheduled audits of construction, fabrication and material supply quality control activities as well as technical audits on this QMP. Audits shall address each item of the Quality Management Plan (QMP) and shall measure and determine conformance to the plan's requirements. Audit results will be documented and reported to the QM. In the event findings are identified during an audit, follow up audits are conducted, as necessary, to



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ensure that proposed corrective actions have been effectively implemented.

Responsibilities

The Construction Quality Assurance Manager (CQAM) is responsible for scheduling audits and performing audits of DBA and implementing them in a professional manner. The Audits are to assure the elements of the Quality Management Plan are functioning as approved. The SQAM is to be autonomous and unfettered by conflicting responsibilities. The CQAM will report directly to the Quality Manager (QM) – and in the case of disputes the Officer- In Charge (OIC) – and shall implement the QMP consistent with project goals.

In addition, the Construction Quality Control Manager (CQCM) will perform audits of select DBA subcontractors. These audits will be coordinated with the CQAM and assure compliance with this procedure and the contract documents.

Procedures

Audits will be driven by the work flow of the project and will be based on the 42 month performance period. An Audit schedule will be introduced with dates and times of scheduled audits. Audits and follow-up audits will continue as the work flow increases and more activities and subcontractor, suppliers are implemented into the project.

The following steps are following to perform an audit:

1. The auditor notifies auditee and the QM in writing ten days prior to the audit requesting a schedule audit date, to ensure key personnel is available for the audit. The audit checklist items will be attached to the memo for review and comment.
2. Prior to conducting the audit, the auditor will hold a meeting with the auditee, to provide for introductions, clarify audit scope and objectives, arrange logistics, answer questions, and review items on the audit checklist.
3. During the audit, the auditee provides the auditor with access to all documents and personnel necessary to achieve the audit objectives. The audit includes, but is not limited to:

- Review of documentation for compliance with approved quality procedures.
 - Interviews with individuals performing the work activities, for understanding the quality requirements.
 - Review of operations of the audit item, to include witnessing the operations to determine adherence to the written submittal or specification procedure.
4. Auditor issues a formal Audit Report (AR), with the following scope of the audit, observations and findings, which is transmitted to the auditee. An Audit Log with the audit numbers and dates will be kept by the DQAM. Findings that require corrective actions are also documented in an Audit Findings Log. Audit Report copies will be sent to the QM. Audit Reports and all other related audit documentation will be filed in both hard copy and electronically through the DBA Team Document Control Department.
 5. The auditee will have ten working days to respond to the audit. Audit responses should clarify what caused the finding, and what corrective actions will be taken and executed.
 6. The CQAM and the Quality Manager will approve or reject the audit response. If the audit is rejected the CQAM will respond to the auditee within ten working days in writing.
 7. The CQAM will keep an Audit Status Log; the audits will be logged in with the date and times of the audit and the date of the audit closure.
 8. If the CQAM does not receive a response to the audit report findings a deficiency will be documented on the deficiency log.
 9. Corrective actions are reviewed through written correspondence, additional duties and/or surveillances.
 10. Rejected audit responses are immediately submitted to the auditee, until approval is reached through the QM and CQAM and successful closure is reached.
 11. Regular scheduled audits will be supplemented by supplier, vendor, and management audits, I a



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series of quality assurance issues persist and the quality may be at jeopardy, additional audits will be performed and documented. The same procedure will be put in place as a technical audit.

12. The data collection of the audits, audit responses, and audit logs will be kept in document control electronic file archiving and a physical file archiving on site.
13. The following forms will be used in the Audit:
 - Audit Notification Letter
 - Audit Checklist included in the Audit Letter Notification
 - Audit Report issued with instructions for completing the Audit Report following Audit
 - Audit Finding Report (AFR) and AFR Log (where needed).
 - Audit Status Log
 - Deficiency Log