



## CONTRACT ENVIRONMENTAL SERVICES 200217-ITN

This contract is entered into this 21<sup>st</sup> day of October 2020 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and BELFOR Environmental, Inc., an Arizona corporation ("Contractor") for environmental services on demand.

### 1.0 CONTRACT TERM

1.1 This contract is for a term of two years, beginning on the 21<sup>st</sup> day of October 2020 and ending the 31<sup>st</sup> day of October 2022.

### 2.0 OPTION TO RENEW

The County may, at its option and with the concurrence of the Contractor, renew the term of this contract up to a maximum of four additional year(s), (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least 60 calendar days prior to the expiration of the original contract term.

### 3.0 CONTRACT COMPLETION

In preparation for contract completion, the Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include, but is not limited to, preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records and other data in the possession, custody, or control of the Contractor that are required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

### 4.0 PRICE ADJUSTMENTS

Any requests for reasonable price adjustments must be submitted 60 calendar days prior to contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey. If County agrees to the adjusted price terms, County shall issue written approval of the change and provide an updated version of the contract. The new change shall not be in effect until the date stipulated on the updated version of the contract.

### 5.0 PAYMENTS

5.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit D- Pricing Sheet.

5.2 Payment shall be made upon the County's receipt of a properly completed invoice.

5.3 INVOICES

5.3.1 The contractor shall submit one legible copy of their detailed invoice before payment(s) will be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address, and contact information
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Project name and/or number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract item number(s)
- Arrival and completion time
- Description of purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Freight (if applicable)
- Mileage with rate (if applicable)
- Total amount due

5.3.2 Labor, services, and maintenance must be billed as a separate line item.

5.3.3 Problems regarding billing or invoicing shall be directed to the County department as listed on the purchase order.

5.3.4 Contractors may submit monthly invoices, or for an alternative billing cycle, during the performance of a project to the County department for payment. However, payment shall only be for the amount of work completed and accepted by the County department project manager or project coordinator for that applicable billing cycle.

5.3.5 In no instance will the amount(s) being invoiced differ from the firm-fixed prices established in the final project contract and any subsequent approved written PA's.

5.3.6 The County department shall not be charged for contractor time needed to bring new key personnel to the level of site knowledge of previous key personnel. This shall include becoming familiar with the specific characteristics and special requirements of the project area. If the contractor replaces key personnel, it shall not affect their commitment to meet all schedules and deliverables.

5.3.7 Any overtime and/or double-time must be pre-approved, in writing, by the County department, if the contractor anticipates billing the County department for such overtime and/or double-time.

5.3.8 All work associated and approved through a PA must be so identified on all invoices.

5.3.9 If required by the County department, the contractor shall:

5.3.9.1 Provide invoices, which itemize individual personnel on the invoice indicating the actual hours worked, the hourly rate, personnel classification, level, and the extended amount of fees being billed.

5.3.9.2 Support all use of capitalized equipment; include actual time for mobilization, set-up (if required), and demobilization.

- 5.3.9.3 Support all hours worked with a detailed time sheet, which outlines the hours worked each day; all charges billed must be relative to the technical task. If the project entails work by the contractor at more than one area, the County department may additionally direct the contractor to report the number of hours worked by area.
- 5.3.9.4 Provide separate invoices from all subcontractors, rentals, materials, and for all equipment used. Such invoices shall outline the use and/or services worked. Charges billed must be relative to the project. If the project entails work by a subcontractor at more than one area, the County department may additionally direct the contractor to report the additional services worked by area.
- 5.3.9.5 Provide receipts for all lodging and subsistence with services provided where the project area is 36 or more miles from the intersection of 3<sup>rd</sup> Avenue and Jefferson Street, Phoenix. The contractor must provide motel and meal receipts with the invoice. Mileage will only be allowed for the 36 miles or more identified above, and then **only** for the overage in both directions.

5.3.10 Stand-By Time

- 5.3.10.1 The contractor shall not receive any payment whatsoever for standby time (i.e., labor and equipment either on site or held elsewhere and not used in conjunction with the project) for labor, equipment, or materials if such stand-by time is the fault of the contractor or any subcontractor. Payment shall be made only for equipment, labor, and material actually used, with provisions for payment for equipment in transit, portal to portal.
- 5.3.10.2 However, stand-by time, if 30 minutes or more, will be an authorized charge if such delays are due to the fault of the County department or any of its agents. Costs for stand-by time may be negotiated between the contractor and the County department at the time of the PA.

5.3.11 Final Payment

Final payment will be made no later than 60 calendar-days after completion of a project and acceptance by the County department. The contractor shall submit invoices marked "FINAL" to the County department project manager or coordinator. Failure to submit final invoices within this time frame may result in payments being delayed. The 60 calendar-days requirement may be extended with the written approval of the County department.

- 5.3.12 Payment will only be made to the contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After contract award, the Contractor shall complete the Vendor Registration Form accessible from the County Department of Finance Vendor Registration Web Site <https://www.maricopa.gov/5169/Vendor-Information>.
- 5.3.13 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County.
- 5.3.14 EFT payments to the routing and account numbers designated by the contractor shall include the details on the specific invoices that the payment covers. The contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

5.4 APPLICABLE TAXES

- 5.4.1 It is the responsibility of the Contractor to determine any and all applicable taxes and include those taxes in their proposal. The legal liability to remit the tax is on the entity conducting business in Arizona. Tax is not a determining factor in contract award.
- 5.4.2 The County will look at the price or offer submitted and will not deduct, add, or alter pricing based on speculation or application of any taxes, nor will the County provide Contractor any advice or guidance regarding taxes. If you have questions regarding your tax liability, seek advice from a tax professional prior to submitting your bid. You may also find information at <https://www.azdor.gov/Business.aspx>. Once your bid is submitted, the offer is valid for the time specified in this solicitation, regardless of mistake or omission of tax liability. If the County finds overpayment of a project due to tax consideration that was not due, the Contractor will be liable to the County for that amount, and by contracting with the County agrees to remit any overpayments back to the County for miscalculations on taxes included in a bid price.
- 5.4.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, State, and local taxes applicable to their operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to, hold Maricopa County harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal and/or State and local laws and regulations, and any other costs including: transaction privilege taxes, unemployment compensation insurance, Social Security, and workers' compensation. Contractor may be required to establish, to the satisfaction of County, that any and all fees and taxes due to the City or the State of Arizona for any license or transaction privilege taxes, use taxes, or similar excise taxes are currently paid (except for matters under legal protest).

6.0 AVAILABILITY OF FUNDS

- 6.1 The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this contract. County shall keep the Contractor fully informed as to the availability of funds.
- 6.2 If any action is taken by, any State agency, Federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least 10 days in advance.

7.0 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (SAVE)

The County is a member of the SAVE cooperative purchasing group. SAVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the SAVE Cooperative Purchasing Agreement, and with the concurrence of the successful respondent under this solicitation, a member of SAVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of SAVE, state so in your bid. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this bid. The County assumes no responsibility for any purchases by using entities.

8.0 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

County currently holds ICPAs with numerous governmental entities. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County contract. It is the responsibility of the non-County government entity to perform its own due diligence on the acceptability of the contract under its applicable procurement rules, processes, and procedures. Certain governmental agencies may not require an ICPA and may utilize this contract if it meets their individual requirements. Other governmental agencies may enter into a separate Statement of Work with the Contractor to meet their own requirements. The County is not a party to any uses of this contract by other governmental entities.

9.0 DUTIES

9.1 The Contractor shall perform all duties stated in Exhibit B – Scope of Work, or as otherwise directed in writing by the procurement officer.

9.2 During the contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

10.0 TERMS AND CONDITIONS

10.1 INDEMNIFICATION

10.1.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses, or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend, indemnify, and hold harmless the County (as "Owner"), its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees **and** court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) **to the extent** arising out of, or alleged to have resulted from, the negligent acts, errors, omissions, or mistakes relating to the performance of this contract.

10.1.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment of, **damage** or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

10.1.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this section.

10.1.4 The scope of this indemnification does not extend to the **sole** negligence of County.

10.2 INSURANCE

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

- 10.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this contract.
- 10.2.3 In the event that the insurance required is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this contract and either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two years beginning at the time work under this contract is completed.
- 10.2.4 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 10.2.5 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 10.2.6 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention ~~and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.~~
- 10.2.7 The insurance policies required by this contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials, and employees as additional insureds.
- 10.2.8 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.
- 10.2.9 If available, the insurance policies required by this contract may be combined with Commercial Umbrella Insurance policies to meet the minimum limit requirements. If a Commercial Umbrella insurance policy is utilized to meet insurance requirements, the Certificate of Insurance shall indicate which lines the Commercial Umbrella Insurance covers.

10.2.9.1 Commercial General Liability

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

10.2.9.2 Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than



\$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the premises under this contract.

10.2.9.3 Workers' Compensation

10.2.9.3.1 Workers' compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

10.2.9.3.2 Contractor, its subcontractors, and sub-subcontractors waive all rights against this contract and its agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by the workers' compensation and Employer's Liability or Commercial Umbrella Liability insurance obtained by Contractor, its subcontractors, and its sub-subcontractors pursuant to this contract.

10.2.9.4 Errors and Omissions/Professional Liability Insurance

Errors and Omissions (Professional Liability) insurance which will insure and provide coverage for errors or omissions or professional liability of the contractor, with limits of no less than \$2,000,000 for each claim.

10.2.10 Certificates of Insurance:

10.2.10.1 Prior to contract award, Contractor shall furnish the County with valid and complete Certificates of Insurance, or formal endorsements as required by the contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

10.2.10.2 In the event any insurance policy(ies) required by this contract is (are) written on a claims-made basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual certificates of insurance.

10.2.10.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County 15 calendar days prior to the expiration date.

10.2.11 Cancellation and Expiration Notice:

Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without 30 days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, or hand delivered to 160 S. 4<sup>th</sup> Avenue, Phoenix, AZ 85003, or emailed to the procurement officer noted in the solicitation.

10.3 BOND REQUIREMENT

- 10.3.1 Depending on the individual project, the Contractor may be required to furnish the contracting County department the following bonds, which shall become binding upon the award of the project to the contractor.
- 10.3.1.1 A performance bond equal to the full project amount (or as specified) conditioned upon the faithful performance of the contract in accordance with plans, specifications, and conditions thereof. Such bond shall be solely for the protection of the contracting County department awarding the contract.
- 10.3.1.2 A payment bond equal to the full project amount solely for the protection of claimants supplying labor and materials to the contractor or his subcontractors in the execution of the work provided for in such contract.
- 10.3.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover, as a part of his judgment, such reasonable attorney's fees as may be fixed by a judge of the court.
- 10.3.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona and issued by the director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the contracting department. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the contracting department, as currently listed in the most recent Best Key Rating Guide, published by the AM Best Company.

10.4 FORCE MAJEURE

- 10.4.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this contract, if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include acts of God/nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, and interruption or failure of electricity or telecommunication service.
- 10.4.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.
- 10.4.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.



10.5 ORDERING AUTHORITY

Any request for purchase shall be accompanied by a valid purchase order issued by a County department or directed by a Certified Agency Procurement Aid (CAPA) with a purchase card for payment.

10.6 PROCUREMENT CARD ORDERING CAPABILITY

County may opt to use a procurement card (Visa or Master Card) to make payment for orders under this contract.

10.7 NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION

This contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this contract when the County identifies a need and proper authorization and documentation have been approved.

10.8 PURCHASE ORDERS

10.8.1 County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, or for shipment of product prior to issuance of purchase order.

10.8.2 Contractor agrees to accept verbal notification of cancellation of purchase orders from the County procurement officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

10.9 BACKGROUND CHECK

Respondents may be required to pass multiple background checks (e.g. Sheriff's Office, County Attorney's Office, Courts, as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to, but is not limited to, the company, subcontractors, and employees, and the failure to pass these checks shall deem the respondent non-responsible.

10.10 SUSPENSION OF WORK

The procurement officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the procurement officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

10.11 STOP WORK ORDER

10.11.1 The procurement officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs

allocable to the work covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the procurement officer shall either:

- 10.11.1.1 cancel the stop work order; or
- 10.11.1.2 terminate the work covered by the order as provided in the Termination for Default or the Termination for Convenience clause of this contract.
- 10.11.1.3 The procurement officer may make an equitable adjustment in the delivery schedule and/or contract price, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor

**10.12 TERMINATION FOR CONVENIENCE**

Maricopa County may terminate the resultant contract for convenience by providing 60 calendar days advance notice to the Contractor.

**10.13 TERMINATION FOR DEFAULT**

10.13.1 The County may, by written Notice of Default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 10.13.1.1 deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 10.13.1.2 make progress, so as to endanger performance of this contract; or
- 10.13.1.3 perform any of the other provisions of this contract.

10.13.2 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 business days (or more if authorized in writing by the County) after receipt of a Notice to Cure from the procurement officer specifying the failure.

**10.14 PERFORMANCE**

It shall be the Contractor's responsibility to meet the proposed performance requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to perform, and any price differential will be charged against the Contractor.

**10.15 CONTRACTOR EMPLOYEE MANAGEMENT**

- 10.15.1 Contractor shall endeavor to maintain the personnel proposed in their proposal throughout the performance of this contract.
- 10.15.2 If Contractor personnel's employment status changes, Contractor shall provide County a list of proposed replacements with equivalent or greater experience.
- 10.15.3 Under no circumstances shall the implementation schedule to be impacted by a personnel change on the part of the Contractor.
- 10.15.4 Contractor shall not reassign any key personnel identified in their proposal without the express consent of the County.

10.15.5 County reserves the right to immediately remove from its premises any Contractor personnel it determines to be a risk to County operations.

10.15.6 County reserves the right to request the replacement of any Contractor personnel at any time, for any reason.

**10.16 TRAINING**

Contractor shall provide training services as needed to completely train requested County personnel in the use and care of the equipment. All training shall take place on-site in Maricopa County, unless otherwise negotiated with County.

**10.17 WARRANTY OF SERVICES**

10.17.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the contract, including all descriptions, specifications, and attachments made a part of this contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

10.17.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished hereunder.

**10.18 INSPECTION OF SERVICES**

10.18.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the contract requires.

10.18.2 County has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

10.18.3 If any of the services do not conform to contract requirements, County may require the Contractor to perform the services again in conformity with contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

10.18.3.1 require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

10.18.3.2 reduce the contract price to reflect the reduced value of the services performed.

10.18.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, County may:

10.18.4.1 by contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

10.18.4.2 terminate the contract for default.

**10.19 USAGE REPORT**

The Contractor shall furnish the County a usage report, upon request, delineating the acquisition activity governed by the contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit of measure.

**10.20 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST**

Notice is given that, pursuant to A.R.S. § 38-511, the County may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is at any time, while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

**10.21 OFFSET FOR DAMAGES**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

**10.22 SUBCONTRACTING**

10.22.1 The Contractor may not assign to another Contractor or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the bid serial number and identify the job or project.

10.22.2 The subcontractor's rate for the job shall not exceed that of the prime Contractor's rate, as bid in the pricing section, unless the prime Contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime Contractor's invoice.

**10.23 AMENDMENTS**

All amendments to this contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

**10.24 ADDITIONS/DELETIONS OF REQUIREMENTS**

The County reserves the right to add and/or delete materials and services to a contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a contract, prices for such additions will be negotiated between the Contractor and the County.

10.25 RIGHTS IN DATA

10.25.1 The County shall have the use of data and reports resulting from a contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a contract and to the performance thereunder.

10.25.2 Data, records, reports, and all other information generated for the County by a third party as the result of a contract are the property of the County and shall be provided in a format designated by the County or shall be and remain accessible to the County into perpetuity.

10.26 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

10.26.1 In accordance with Section MC1-374 of the Maricopa County Procurement Code, the Contractor agrees to retain (physical or digital copies of) all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract for six years after final payment or until after the resolution of any audit questions, which could be more than six years, whichever is longest. The County, Federal or State auditors and any other persons duly authorized by the department shall have full access to and the right to examine, copy, and make use of, any and all said materials.

10.26.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

10.27 AUDIT DISALLOWANCES

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check, or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

10.28 STRICT COMPLIANCE

Acceptance by County of a performance that is not in strict compliance with the terms of the contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the contract.

10.29 VALIDITY

The invalidity, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of the contract.

10.30 SEVERABILITY

The removal, in whole or in part, of any provision of this contract shall not void or affect the validity of any other provision of this contract.

10.31 RELATIONSHIPS

10.31.1 In the performance of the services described herein, the Contractor shall act solely as an independent Contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

10.31.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

10.32 NON-DISCRIMINATION

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive Order 99-4 and amends Executive Order 75-5 and is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, Contractor shall not discriminate against any employee, client, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin. (Arizona Executive Order 2009-09 can be downloaded from the Arizona Memory Project at <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1.>)

10.33 WRITTEN CERTIFICATION PURSUANT to A.R.S. § 35-393.01

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

10.34 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

10.34.1 The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers, and directors:

10.34.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States department or agency or any state, or local jurisdiction;

10.34.1.2 have not within a three-year period preceding this contract:

10.34.1.2.1 been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; or

10.34.1.2.2 been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract;



- 10.34.1.3 are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract;
    - 10.34.1.4 are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and
    - 10.34.1.5 have not within a three-year period preceding this contract had any public transaction (Federal, State or local) terminated for cause or default.
  - 10.34.2 If any of the above circumstances described in the paragraph are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.
  - 10.34.3 The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors or sub-subcontractors) and in all solicitations for lower tier covered transactions related to this contract. If this clause is applicable to a subcontractor or sub-subcontractor, the Contractor shall include the information required by this clause with their bid.
- 10.35 VERIFICATION REGARDING COMPLIANCE WITH A.R.S. § 41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS
- 10.35.1 By entering into the contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214(A). The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the procurement officer upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the contract and verify employee compliance using the E-Verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at [www.uscis.gov](http://www.uscis.gov).
  - 10.35.2 The County retains the legal right to inspect documents of Contractor and subcontractor employees performing work under this contract to verify compliance with paragraph 11.36.1 of this section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and 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 Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 10.36 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
- 10.36.1 The parties agree that this contract and employees working on this contract will be subject to the Contractor employee whistleblower protections established by Title 41 U.S.C. § 4712 and Section 3.908 of the Federal Acquisition Regulation.

- 10.36.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.
- 10.36.3 Contractor shall insert the substance of this clause, including this paragraph, in all subcontracts over the simplified acquisition threshold (\$250,000 as of fiscal year 2018).

**10.37 CONTRACTOR LICENSE REQUIREMENT**

- 10.37.1 The Contractor shall procure all permits, insurance, and licenses, and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any requirements, by any and all governmental or non-governmental entities as mandated to maintain compliance with and remain in good standing. The Contractor shall keep fully informed of existing and future trade or industry requirements, and Federal, State, and local laws, ordinances, and regulations which in any manner affect the fulfillment of a contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the department of any and all changes concerning permits, insurance, or licenses.
- 10.37.2 Contractor furnishing finished products, materials, or articles of merchandise that will require installation or attachment as part of the contract shall possess any licenses required. Contractor is not relieved of its obligation to obtain and possess the required licenses by subcontracting of the labor portion of the contract. Contractors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, to ascertain licensing requirements for a particular contract. Contractor shall identify which license(s), if any, the Registrar of Contractors requires for performance of the contract.

**10.38 INFLUENCE**

- 10.38.1 As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for disbarment or suspension under MC1-902.
- 10.38.2 An attempt to influence includes, but is not limited to:
  - 10.38.2.1 A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.
- 10.38.3 If a person attempts to influence any employee or agent of Maricopa County, the chief procurement officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

**10.39 CONFIDENTIAL INFORMATION**

- 10.39.1 Any information obtained in the course of performing this contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

10.39.2 The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. The Contractor's procedures and controls, at a minimum, must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within 15 business days of the written request to do so.

10.39.3 Any requests to the Contractor for County proprietary or confidential information shall be referred to the County for review and approval, prior to any dissemination.

#### 10.40 PUBLIC RECORDS

Under Arizona law, all offers submitted and opened are public records and must be retained by the County at the Maricopa County Office of Procurement Services. Offers shall be open to public inspection and copying after contract award and execution, except for such offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an offeror believes that information in its offer or any resulting contract should not be released in response to a public record request, under Arizona law, the offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The records manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

#### 10.41 INTEGRATION

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, expressed, or implied.

#### 10.42 UNIFORM ADMINISTRATIVE REQUIREMENTS

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

#### 10.43 GOVERNING LAW

This contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this contract will be in Maricopa County Superior Court, Phoenix, Arizona.

#### 10.44 PRICES

Contractor warrants that prices extended to County under this contract are no higher than those paid by any other customer for these or similar services.

#### 10.45 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this contract and Contractor's license agreement, if applicable, the terms of this contract shall prevail.

10.46 INCORPORATION OF DOCUMENTS

10.46.1 The following are to be attached to and made part of this Contract:

10.46.1.1 Exhibit A-3 – Vendor Information and Pricing

10.46.1.2 Exhibit B – General Scope of Work(s), Scopes of Work

10.46.1.3 Exhibit C – Office of Procurement Services Contractor Travel  
and Per Diem Policy

10.46.1.4 Exhibit D – Project Offer Requirements

10.47 NOTICES

All notices given pursuant to the terms of this contract shall be addressed to:

For County:

Maricopa County  
Office of Procurement Services  
160 S. 4<sup>th</sup> Avenue  
Phoenix, Arizona 85003-1647

For Contractor:

BELFOR Environmental, Inc  
Paul Suchowski  
23610 N. 20<sup>th</sup> Drive, Suite 2  
Phoenix, AZ 85085

10.48 INQUIRIES

10.48.1 Inquiries concerning information herein must be submitted via BidSync using the  
“Questions and Answers” link.

10.48.2 Administrative telephone/email inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT OFFICER  
TELEPHONE: (602) 506-3504  
Andrea.Stupka@maricopa.gov

10.48.3 Inquiries may be submitted by telephone but must be followed up in writing. No  
oral communication is binding on Maricopa County.

IN WITNESS WHEREOF, this contract is executed on the date set forth above.

**CONTRACTOR**

*Paul Suchowski*

\_\_\_\_\_  
AUTHORIZED SIGNATURE

Paul Suchowski, Controller  
\_\_\_\_\_  
PRINTED NAME AND TITLE

185 Oakland Ave., Suite 150, Birmingham, MI 48009  
\_\_\_\_\_  
ADDRESS

10/14/2020  
\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

*[Signature]*

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

OCT 21 2020

\_\_\_\_\_  
DATE

**ATTESTED:**

*[Signature]*

\_\_\_\_\_  
CLERK OF THE BOARD

OCT 21 2020

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

*Randall B. Pennington*

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

10/19/2020

\_\_\_\_\_  
DATE

**EXHIBIT A-3  
VENDOR INFORMATION AND PRICING**

COMPANY NAME:	BELFOR Environmental, Inc.
DOING BUSINESS AS (dba):	
MAILING ADDRESS:	23610 N. 20th Drive #2 Phoenix AZ 85085
REMIT TO ADDRESS:	185 Oakland Ave. Birmingham, MI 48009
TELEPHONE NUMBER:	623-434-4333
FAX NUMBER:	623-434-1515
WWW ADDRESS:	www.belfor.com
REPRESENTATIVE NAME:	Kelli Calkins
REPRESENTATIVE TELEPHONE NUMBER:	602-376-1884
REPRESENTATIVE EMAIL ADDRESS	kelli.calkins@us.belfor.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

PAYMENT TERMS

NET 30 DAYS

**1.0 PRICING**

**SERVICE OFFERED:** E3-3. ASBESTOS, LEAD-BASED PAINT, AND MOLD ABATEMENT

<u>PERSONNEL CLASSIFICATION</u>	<u>HOURLY RATE</u>
Hazmat /Asbestos Supervisor	\$91.00
Hazmat /Asbestos Technician	\$70.00

1.1 List your company's personnel classifications and corresponding hourly rates for standard responses and emergency responses (if applicable)

~~See Attached National Price list~~ **Not awarded**

1.2 Laboratory services (if applicable) \_\_\_\_\_ % OFF CURRENT PRICE LIST  
(MUST BE SUBMITTED WITH ORIGINAL PROPOSAL)  
    Labs: Submit analytical price list

1.3 Training courses (if applicable) \_\_\_\_\_ % OFF CURRENT PRICE LIST

1.4 Other services (if applicable) \_\_\_\_\_ % OFF CURRENT PRICE LIST

1.5 Drilling services (if applicable)  
    Cost per foot for drilling. (Please list types of drilling methods available).  
    Cost per sample. (Please list types of sampling methods available).  
    Mobilization/Demobilization charges  
    Other equipment/services, e.g.



Compressor  
 Water Truck  
 Decontamination

**2.0 EQUIPMENT PRICING SCHEDULE**

**SERVICE OFFERED:** ASBESTOS, LEAD-BASED PAINT,  
 E3-3. AND MOLD ABATEMENT

Offerors are to list all minimum equipment essential to performing services under Scopes of Work, as applicable to your proposal, either owned or leased, excluding rentals. (Note: for billing purposes, 10 hours constitute 1 "day".) This form may be duplicated as necessary.

<u>EQUIPMENT NAME</u>	<u>PRICE PER DAY</u>	<u>PRICE PER WEEK</u>	<u>PRICE PER MONTH</u>	<u>LEASED YES/NO</u>
2.1 Cascade Breathing Air System	187	748	2244	No
2.2 Chemical Hose, Hazmat	249	996	2988	No
2.3 Confined Space Entry System	227	908	2724	No
2.4 Decontamination Shower	159	636	2544	No
2.5 Jerome Mercury Vapor Analyzer	278	1112	3336	No
2.6 Mini-Rae	198	792	2376	No
2.7 MSA Passport	227	908	2724	No
2.8 Personal Sample Pump	340	1360	5440	No
2.9 Pump, Diaphragm 1" Hazmat	227	908	2724	No

~~See attached price list for additional equipment~~ **Not awarded**

2.10 Mileage rate or vehicle rate for travel beyond the 35-mile radius \$0.50 per mile

**EXHIBIT B**  
**GENERAL SCOPE OF WORK**

**1. INTENT**

- 1.1. This solicitation is to contract with qualified individuals and/or organizations to provide various departments in Maricopa County (County) the following environmental services on a demand basis:
  - 1.1.1. environmental site assessment/site investigation (SI)/remediation;
  - 1.1.2. asbestos, lead-based paint assessment and/or abatement oversight;
  - 1.1.3. asbestos, lead-based paint and mold abatement;
  - 1.1.4. environmental engineering services;
  - 1.1.5. environmental air consulting services;
  - 1.1.6. industrial hygiene/indoor air quality services;
  - 1.1.7. environmental training;
  - 1.1.8. waste disposal – emergency/non-emergency response for hazardous, biological and/or infectious wastes;
  - 1.1.9. laboratory and analytical services;
  - 1.1.10. drilling services;
  - 1.1.11. environmental assessment/environmental impact statements;
  - 1.1.12. wildlife rescue and relocation services (including bee relocation); and,
  - 1.1.13. lead-based paint and asbestos assessment and/or abatement for Federally funded housing projects.
  
- 1.2. This solicitation shall establish a listing of qualified contractors for each area of service (AOS). Multiple awards (listing of qualified contractors) shall be made by AOS for each area of service. Contractors selected for an AOS list are eligible to compete to provide products and/or services as defined therein. At the time a need for service is identified, a task order and a detailed project scope of work (PSOW) will be issued by AOS to each qualified contractor on the listing for the affiliated service area (for exceptions, see Section 2.2.1.3). Award(s) shall be made to the contractor best meeting specifications and offering the lowest price in their project offer (PO). Award of this contract does not guarantee management of a project.
  
- 1.3. Should any project be declared an emergency procurement, the applicable provisions of the Maricopa County Procurement Code shall prevail in the determination of award. At the County's option, work under \$25,000 may be assigned to a contractor without competition.
  
- 1.4. Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.14 and 3.15 below).
  
- 1.5. The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.
  
- 1.6. Maricopa County reserves the right to award this contract to multiple vendors. The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.
  
- 2. SCOPE OF WORK (see Exhibit 3 for Area of Services' Scopes of Work specific to the thirteen identified services)**

Section 2.0 – Scope of Work contains general requirements are in addition to the specific scopes of work outlined in Exhibit 3 -Scopes of Work for Areas of Service (AOS) E3-1 through E3-13. Contractors understand and agree that they will abide by all conditions established in this ITN for the applicable AOS for which they are approved and listed.

2.1. Health and Safety Program

2.1.1. The contractor shall, as required by project, and on a demand basis, prepare and implement site-specific health and safety plans for all phases of the work activity for its employees, subcontractors, or subcontractors' employees as required. A health and safety program is not required for contractors providing environmental training services as presented in Section E3-7.

2.1.2. The contractor shall have an existing health and safety program which shall comply with all Occupational Safety and Health Administration (OSHA, reference Title 29 Code of Federal Regulations, Part 1910 29 CFR 1910.120, and/or 29 CFR 1926.1101 as applicable) and Environmental Protection Agency (EPA) standards (reference 40 CFR, particularly the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and/or Resource Conservation and Recovery Act (RCRA)), and any other applicable Federal, state, and/or local laws, rules, regulations, and ordinances.

2.2. Overall Responsibilities

2.2.1. Overall Responsibilities of the Contractor

2.2.1.1. The contractor shall understand and agree that each project (see exceptions in 2.2.1.2) shall be supervised by a project manager or project coordinator, assigned by the County department, to whom the contractor shall directly report. The contractor understands and agrees that the County department project manager or project coordinator shall have authorities as listed in 2.2.2 – Overall Responsibilities of the County.

2.2.1.2. The contractor shall understand and agree that, for some projects, the County department may request only a service such as drilling or analysis without providing a County department project manager or project coordinator.

2.2.1.3. The contractor shall protect the property of the County department from damage during the duration of any project. The contractor shall replace any or all damaged property at no cost to the County department to the extent damage is caused by the contractor's negligent acts or willful misconduct.

2.2.1.4. The contractor shall satisfy himself/herself regarding the existing conditions under which he/she shall have to operate in completing the work, or which shall affect the work in any manner. No allowance shall be made subsequently in this regard on behalf of the contractor for any error or negligence on his/her part.

2.2.1.5. The contractor shall carefully check all dimensions and conditions at a project area and shall be responsible for sufficiently familiarizing themselves with project area conditions which may affect the work before making a firm-fixed price PO. Any drawings provided by the County department are meant to be utilized as a guide to the building or project area configurations. All measurements and sizes are approximate, and must be confirmed, to the extent agreed upon by the

County department, by the contractor prior to implementation of the work on the project.

- 2.2.1.6. The contractor shall maintain a complete daily record of all labor, equipment, materials, subcontracted services, and expenses, to include mileage, if any and as allowable, incurred in the performance of the services provided, and shall provide the County department such record with all supporting documentation, if so requested in the PSOW.
- 2.2.1.7. The contractor shall complete all services specified in a PO and any subsequent project amendment (PA) (PA is described Exhibit 4 – Project Offer Requirements). However, the contractor shall understand and agree that completion of such services does not in itself constitute project completion. The County department shall determine when each project is complete.
- 2.2.1.8. The contractor, and any subcontractors utilized by the contractor, must not be listed on the System for Award Management (SAM) Exclusion List.
- 2.2.1.9. The contractor shall submit copies of waste shipment records, if applicable, to the County department.

2.2.2. Overall Responsibilities of the County

- 2.2.2.1. The County department issuing a PSOW will provide a project manager or a project coordinator to review, award, and supervise a project that results from a PSOW. The County department's initial PSOW shall include, at a minimum, the following:
  - 2.2.2.1.1. project area description
  - 2.2.2.1.2. schedule for completion
  - 2.2.2.1.3. deliverables
  - 2.2.2.1.4. variables and assumptions
  - 2.2.2.1.5. acceptance criteria
  - 2.2.2.1.6. reporting requirements
  - 2.2.2.1.7. project objectives
- 2.2.2.2. The County project manager or project coordinator shall have authority for the following:
  - 2.2.2.2.1. Review of and award of initial Project Offers (PO) and subsequent related POs required in the performance of the project.
  - 2.2.2.2.2. Final interpretation of the work in POs.
  - 2.2.2.2.3. Review of clean-up procedures.
  - 2.2.2.2.4. Review and approval of the use of certain equipment, personnel, materials, services, and/or procedures.
  - 2.2.2.2.5. Review of work schedules including hours and days of work.

- 2.2.2.2.6. Review and establishment of safety plans and protocol to ensure compliance with OSHA and other regulations as applicable.
  - 2.2.2.2.7. Stopping work in order to ensure safety of the contractor or the environment or due to violation of safety regulations by the contractor, the contractor's personnel, subcontractors, or consultants, including issuance of stop work orders for safety, environmentally unsafe activities, procedures, or unnecessary work.
  - 2.2.2.2.8. Review of decontamination procedures.
  - 2.2.2.2.9. Review of disposal sites and treatment, technologies for waste generated from clean-ups, and signing of hazardous waste manifests.
  - 2.2.2.2.10. Determination of project completion.
  - 2.2.2.2.11. Review and approval of supporting documentation for invoices submitted for payment.
  - 2.2.2.3. In order to ensure equity to all contractors, County departments shall solicit initial POs from all contractors listed as qualified within the specific AOS E3-1 through E3-13. However, there may be those special circumstances whereby such competition is impractical (i.e., continuity of site assessment/remediation by same contractor). In this case, the County department responsible for the project shall prepare a written determination to be placed in the project file detailing the extent that competitive offers were solicited.
  - 2.2.2.4. After project completion, acceptance, and final payment to a contract, the County department shall submit a Project Completion Report including, but not limited to, identification of the County department, location of the site, contract number(s) (or other number identifying the PO award) issued by County department, synopsis of the effort completed, project start and completion dates, total amount of initial project offer award, number of PAs with dollar amounts, and identification of specific concerns relating to the satisfactory completion of the work scope.
- 2.3. Project Offers
- 2.3.1. Contractor's Project Offer (PO) Format
    - 2.3.1.1. When responding to an AOS PSOW, listed and interested contractors shall submit a PO, which shall provide applicable information as outlined in Exhibit 4 - Project Offer Requirements, including, but not limited to the following:
      - 2.3.1.1.1. Proposed method of approach to the project
      - 2.3.1.1.2. Key personnel to be assigned
      - 2.3.1.1.3. Approved subcontractors, and a firm fixed price for their labor classifications, equipment, and supplies
      - 2.3.1.1.4. Approved capitalized equipment

- 2.3.1.1.5. Contractor's health and safety plan
  - 2.3.1.1.6. Local conditions, assumptions, and/or limitations which may affect the accuracy of a PSOW
  - 2.3.1.1.7. Potential conflicts of interest for projects
  - 2.3.1.1.8. Innovative technical approaches
  - 2.3.1.1.9. Differing site conditions
  - 2.3.1.1.10. Project amendments
  - 2.3.1.1.11. Ot-of-state personnel
- 2.3.2. County Department's Evaluation of Contractor's Project Offer
- 2.3.2.1. Contractor's PO will be evaluated based on the extent to which the contractor's plan for execution:
    - 2.3.2.1.1. identifies and demonstrates an understanding of the technical and management issues that are critical to successfully accomplishing the project;
    - 2.3.2.1.2. demonstrates a level of effort that will accomplish the project in a safe, effective and efficient manner, including attainable improvements that may accelerate completion or lower project costs without jeopardizing worker safety, human health, or the environment;
    - 2.3.2.1.3. displays the degree to which the contractor optimizes the use of competitive subcontracts to minimize overall costs to the County; and
    - 2.3.2.1.4. resolves of unanticipated problems.
  - 2.3.2.2. Listed below, in the relative order of importance, is the minimum evaluation criteria the County department shall use in evaluating each PO received from contractors in response to a PSOW. The County department may expand upon these evaluation elements and shall list them in relative order of importance within specific PSOW:
    - 2.3.2.2.1. method of approach to accomplish the PSOW, to include type of equipment, laboratory tests, disposal site, etc., as applicable
    - 2.3.2.2.2. direct experience of personnel proposed to accomplish the specific tasks/sub-tasks, as applicable, within the PSOW
    - 2.3.2.2.3. qualifications of personnel proposed to accomplish the PSOW
    - 2.3.2.2.4. availability of personnel and equipment to meet the needs of the project
    - 2.3.2.2.5. local conditions and/or assumptions on the part of the contractor which may affect the accuracy of the PSOW



2.3.2.2.6. total, firm, fixed prices for all services, materials, and equipment required to perform all work required by the PSOW. However, cost shall not be the primary evaluation criteria.

2.3.3. Final Project Contract Award

2.3.3.1. After receipt of the PO and in accordance with the established evaluation criteria, the County department will make a determination as to which contractor will be issued a final project contract award.

2.3.3.2. The County department will encumber funds prior to issuance of any Notice to Proceed or similar document to the contractor.

2.3.4. Pre-Performance Meeting

2.3.4.1. All work shall be coordinated through the County department's project manager or project coordinator. If required by the County department, the project manager or project coordinator and contractor's key personnel shall participate in a pre-performance meeting to coordinate the work schedule and provide clarification on any items as necessary.

2.4. Compliance with Laws

The contractor shall understand and agree that all work authorized under a contract must be performed in conformance with ALL APPLICABLE Federal, state, and local laws, regulations, and rules in effect at the time services are performed or which are reasonably foreseeable.

2.5. Professionals

The contractor shall understand and agree that some work requested by the County departments may require the performance of a Registered Geologist, Professional Engineer, Certified Industrial Hygienist (CIH), or other registered technical professional licensed in the State of Arizona and consistent with the applicable Rules and By-Laws of the Arizona Board of Technical Registration (ABTR) or appropriate licensing agency. Where required, all plans, specifications, reports, and other professional documents delivered to the County department must be sealed by such registered professional and must be acceptable to the County department in form, timeliness, contents, and presentation. Confidentiality of information shall be determined in accordance with A.R.S. § 49-205, A.R.S. § 49-201.29, and A.R.S. § 49-1012.2.

2.6. Professional and Field Levels

2.6.1. The following staff or equivalent titles may be required at various professional and field levels as dictated by workload, site conditions, and scopes of work and resultant PSOW. In addition to specific qualifications identified in AOS scopes of work and resultant PSOW, each staff member participating in a project must have the necessary qualifications as required and defined in A.R.S. § 32-122.01, as well as all other applicable state, local and Federal regulations. Additional classifications may be included with detailed job descriptions by the contractor. There will be multiple technical disciplines that will fall under the descriptions of each professional level:

2.6.1.1. Project Manager: Have experience in proposal and application of the disciplines as required by the scope of work at various levels.

- 2.6.1.2. Engineer: Have applicable degree, experience, and expertise in design and review, pertinent to project requirements, that can be validated.
- 2.6.1.3. Professional Engineer: Same qualifications as Engineer. Must be registered in the State of Arizona.
- 2.6.1.4. Chemical Engineer: Have applicable degree, experience, and expertise in design and review, pertinent to project requirements.
- 2.6.1.5. Permit Engineer: Have applicable degree, experience, and expertise in design and review, pertinent to project requirements.
- 2.6.1.6. Air Quality Engineer: Have applicable degree, experience, and expertise in design and review, pertinent to project requirements.
- 2.6.1.7. Risk Assessor/Toxicologist: With experience in risk assessment development and/interpretation.
- 2.6.1.8. Statistician: Have experience in probabilistic and deterministic methods.
- 2.6.1.9. Microbiologist: Have experience in bioremediation and/or fungi and bacteria biology, and applicable degree.
- 2.6.1.10. Computer Modelers: Have experience in:
  - 2.6.1.10.1. Vadose zone fate and transport modeling
  - 2.6.1.10.2. Groundwater fate and transport modeling
  - 2.6.1.10.3. Contaminant fate and transport modeling
  - 2.6.1.10.4. Air emissions modeling
- 2.6.1.11. Hydrologist: Has degree and experience.
- 2.6.1.12. Geologist: Has degree and experience.
- 2.6.1.13. Registered Geologist: Same qualifications as Geologist. Must be registered in the State of Arizona.
- 2.6.1.14. Principal Investigator: For cultural anthropological projects (cultural research, informant interviews) and Cultural Resource Management projects (archaeological survey, testing, data recovery, technical research). Knowledge of the history and prehistory of Arizona, and the ethnography of Arizona cultures. Experience developing and executing anthropological research designs (survey, testing, data recovery, technical reporting).
  - 2.6.1.14.1. For Federal undertakings, maintain compliance with the National Park Service Archeology Program; ability to obtain an Archaeological Resources Protection Act (ARPA) permit (<https://www.nps.gov/archeology/npsGuide/permits/managers.htm>); ability to meet the standards of 36 CFR 800 and 36 CFR 106 and 36 CFR 110 of the National Historic Preservation Act of 1966, as amended; ability to meet the provisions of the Native American Graves Protection and Repatriation Act (NAGPRA); and, ability to implement the concepts outlined in National Park Service Bulletin 38 for Traditional Cultural Properties. For state undertakings,

ability to obtain and satisfy all requirements of an Arizona Antiquities Act Permit from the Arizona State Museum (ASM); and, ability to meet all provisions of the State Historic Preservation Act in consultation with the Arizona State Historic Preservation Officer (SHPO) and interested parties.

- 2.6.1.15. Anthropological or archaeological research staff: Proven experience executing anthropological research designs or archaeological research designs (survey, testing, data recovery, technical reporting) under the direction of a Principal Investigator. Completion of anthropological or archaeological field school; completion of a recognized certification program; a bachelor's degree in anthropology/archaeology; or completion of a related degree which demonstrates an ability to conduct research using appropriate scientific and cultural methods. A Master's degree in anthropology/archaeology may be required for certain positions or tasks.
  - 2.6.1.16. Environmental Scientist: Have applicable degree and experience.
  - 2.6.1.17. Inspector/Project Manager - Asbestos Assessment: Have current certification (EPA) as building inspector. Meet training and medical monitoring requirements under OSHA 29 CFR 1926.1101, Asbestos.
  - 2.6.1.18. Competent Person/Project Site Manager - Asbestos Abatement: Have current certification (EPA) as a contractor supervisor. Meet training requirements under OSHA 29 CFR 1926.1101, Asbestos.
  - 2.6.1.19. Asbestos Abatement Workers: Have current certification (EPA) as an asbestos worker in asbestos assessment and abatement work. Meet training and medical monitoring requirements under OSHA 29 CFR 1926.1101, Asbestos.
  - 2.6.1.20. Industrial Hygienist: Professional qualification, by education, training, and experience, to anticipate, recognize, evaluate, and develop controls for occupational health hazards.
  - 2.6.1.21. Certified Industrial Hygienist (CIH): Have the same qualification as an Industrial Hygienist and, in addition, be certified in the comprehensive practice of industrial hygiene by the American Board of Industrial Hygiene.
  - 2.6.1.22. Chemist: Have degree and experience that can be validated.
  - 2.6.1.23. Biologist/Wildlife Biologist/Wildlife Rehabilitator: Have degree and/or experience, and appropriate Federal and state wildlife permits and licenses.
- 2.7. Data and Document Management
- 2.7.1. The contractor shall furnish the personnel, services, materials, and equipment required to provide manual and automated storage, search, retrieval, and other management of data collected in the course of any activity undertaken pursuant to the contract, and other data specified by the County department. This data may include facility descriptions, coordinates and elevations of sampling stations and features of sites, results of environmental measurements, hazard characteristics, target receptors, cleanup project schedules, costs, obligation and outlay projections, other financial information, and mailing lists.

- 2.7.2. The principal sources for the data are the following types of activities: site assessment, investigation, characterization, and/or feasibility study (FS). The data may be used in remedial planning and implementation activities, or in support of legal proceedings. Information/reports provided to the County department shall be in accordance with instructions and format specified within a PSOW or approved by the County department.
- 2.7.3. Any data which the County department has title to, or which is requested to be reported by a PSOW, will be reported to the County department according to the following standards for media, contents, and format (see sections 3.17 – Public Records, 3.18 – Rights in Data and 3.19 – Access to and Retention of Records for the Purpose of Audit and/or Other Review below for additional requirements):
- 2.7.3.1. Unless required otherwise by a PSOW, the contractor shall provide data in electronic media as specified by the County department and in a format (PDF, HTML, ASCII, CADD, etc.) specified by the County department.
- 2.7.4. If required by a PSOW, the contractor shall provide data in the form of a written report.
- 2.7.5. If required by a PSOW, the contractor shall provide raw laboratory data in electronic format as requested by the County department.

2.8. Community Relations Support

- 2.8.1. The contractor may be required to furnish the personnel, services, materials, and equipment required to assist the County department in conducting a community relations program. The contractor understands that the purpose of a community relations program is to encourage two-way communications between communities affected by a project and the County. Community relations must be integrated closely with all response activities. The objectives of this effort are to achieve community understanding of the actions taken by the County department, to obtain community input, and to seek the concurrence of the community for the selected activity.
- 2.8.2. Community relations support may include, but is not limited to, the following:
- preparation of a community relations plan
  - solicitation of, and, upon County department concurrence, selection of community relations subcontractors, if needed
  - analysis of community attitudes toward proposed actions
  - definition of community relations program needs for each remedial activity
  - documentation of all contacts with the public when directed by the County department project manager or coordinator, as applicable
  - development of community mailing lists
  - subject to County department approval, the preparation, duplication and distribution of news releases, fact sheets, PowerPoint presentations, exhibits, and other audiovisual materials designed to apprise the community of current and proposed actions
  - establishment of community information centers
  - arrangement of briefings, press conferences, workshops, and public hearings
  - preparation of reports and participation in project review meetings

2.9. Cultural Resource Studies

- 2.9.1. Cultural Resource Management consultants must obtain an Arizona Antiquity Act Permit from the Arizona State Museum (ASM) per ARS § 41-841 et seq., and the rules and regulations of the Arizona State Museum as amended. Individuals,

corporations, and agencies must consult with ASM regarding discoveries of human remains or associated funerary objects, and must comply with the Discovery Clause, A.R.S. § 41-844 A.

- 2.9.2. Cultural Resource Management services may be provided by in-house staff personnel or a subcontractor. OSHA training may be a requirement for archaeological services, as indicated in the contractor's Health and Safety Plan or as specified in the County department's PSOW.

2.10. Technical Oversight

If required by the County department, the contractor may provide services in support of the investigation, planning, compliance, and cleanup activities of the County department sites. These services, if required, shall include field and office oversight of investigations and cleanups. These services may involve County department case file reviews. The contractor shall perform oversight investigations and suggest corrective actions with respect to environmental issues covered in a PSOW and pursuant to the existing provisions of the Arizona Revised Statutes, County department policies and guidelines, and all applicable Federal, state, and local laws, ordinances, and regulations. The contractor shall conform to OSHA regulations for the health and safety of employees, as applicable.

2.11. OSHA/EPA Safety Training

All technical staff performing field duties (including subcontractor field personnel) in areas of potential contamination must receive appropriate training as specified by the OSHA and/or EPA and shall current in their certification and be able to provide a copy of their card certifying training completion. This training addresses knowledge and skill necessary to perform hazardous waste cleanup operations with minimal risk to personnel health and safety (see <https://www.osha.gov/training>). OSHA specifications for this training are covered in 29 CFR Part 1910.

2.12. Equipment

- 2.12.1. Should the County and/or any County department require the contractor to procure additional specialized equipment for performance of the proposed work in a PSOW, the cost associated with procurement of the equipment and the anticipated charges to the County department shall be itemized in the PO.

- 2.12.1.1. All equipment with capitalized costs of \$500.00 or more purchased entirely with County funds becomes the property of the County as a fixed asset with all rights to ownership and shall be accounted for upon completion of the project work by the County department with whom the contractor was working. The County reserves the right to purchase the said equipment separately and allow the contractor use of County equipment to accomplish performance of the work.

- 2.12.2. Essential equipment, as identified by the contractor in their project proposal, may be added to a contractor's equipment list at any time, on a case-by-case basis. Additions shall have prior written approval by the Office of Procurement Services, with concurrence of any applicable County department.

2.13. Time and Material Subcontracts

- 2.13.1. To the maximum extent possible, costs for additional work for a contractor's subcontractor shall be firm-fixed price.

- 2.13.1.1. Time and materials sub-contracts shall only be used in those unique circumstances where the nature and extent of services required cannot be established in advance, and the use of firm-fixed price POs and

contracts would clearly result in greater risks and costs and provide no contractual advantage to the County department and Maricopa County. In order to maintain control of the use of a time and materials subcontract, the following mandated guidelines shall be utilized by both contractors and County departments (see Exhibit 4 – Project Offer Requirements).

- 2.13.1.1.1. All time and materials subcontracts shall require the prior written approval of the County.
- 2.13.1.1.2. Fixed fees for subcontractor work shall be established between the County and the contractor.
- 2.13.1.1.3. Hourly rates for services shall be firm-fixed price.
- 2.13.1.1.4. All capitalized equipment shall be firm-fixed price.
- 2.13.1.1.5. The County must ensure that the County department is receiving the most favorable price for the unanticipated services. Therefore, contractors shall provide written evidence of most favorable price. This shall be accomplished using competitive written bids, proposals, or any other means to provide such evidence, as approved by the using County department.
- 2.13.1.1.6. Not-to-exceed (NTE) cost, including the subcontractor fixed fee, shall be established by the County department and the contractor. NTE cost shall not be exceeded without the prior written approval from the using County department.
- 2.13.1.1.7. The County department, in conjunction with the contractor, shall provide a written statement establishing justification as to why no other contract type, other than time and materials, is practicable for the PSOW.
- 2.13.1.1.8. A specific individual shall be identified by the contractor as a key contact with responsibility to monitor performance of the work. This individual shall be available for providing written and oral subcontract status to any inquiring County department, during the project work hours defined in the project scope, Monday through Friday.
- 2.13.1.1.9. Invoices from the contractor shall include copies of all subcontractor invoices and be specifically itemized for easy identification and verification.

## 2.14. Bond Requirement

2.14.1. Depending on the individual project, the contractor may be required to furnish the contracting County department the following bonds, which shall become binding upon the award of the project to the contractor:

- 2.14.1.1. A performance bond equal to the full project amount (or as specified) conditioned upon the faithful performance of the contract in accordance with plans, specifications, and conditions thereof. Such bond shall be solely for the protection of the contracting County department awarding the contract.

- 2.14.1.2. A payment bond equal to the full project amount solely for the protection of claimants supplying labor and materials to the contractor or his subcontractors in the execution of the work provided for in such contract.
  - 2.14.2. Each bond shall include a provision allowing the prevailing party in a suit on such bond to recover, as a part of his judgment, such reasonable attorney's fees as may be fixed by a judge of the court.
  - 2.14.3. Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona and issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the contracting County department. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the contracting County department, as currently listed in the most recent Best Key Rating Guide, published by the AM Best Company.
- 2.15. Mandatory Contractor Requirements
  - 2.15.1. Minimum of three years in business (proof shall be submitted with proposal).
  - 2.15.2. Office within Arizona (proof shall be submitted with proposal).
  - 2.15.3. Licensing appropriate for the services being proposed (this applies to both firms and personnel. Proof shall be included with proposal by services proposed).



**EXHIBIT B**  
**SCOPES OF WORK**

**GENERAL PRICING REQUIREMENTS**

Staff Pricing for E3-1 through E3-6, and for E3-11 and E3-13 shall be as follows:

The contractor shall provide, in Attachment D – Pricing Sheet for these AOS, their staff-pricing categories and the technical disciplines and qualifications that fall under the descriptions of each professional level. Pricing shall incorporate emergency response and/or after hour rates. For example, provide pricing for Senior Professionals – Engineer, Geologist, 10 years of experience, and certification(s), or for Junior Professional, Field Survey Technician – education, experience, certification(s).

Equipment Pricing for E3-1 through E3-6, and for E3-11 and E3-13 shall be as follows:

Specific equipment may be required for individual projects. In Attachment D - Pricing Sheet for these AOS, provide a list of contractor-owned equipment and pricing to use the equipment for projects. Pricing shall incorporate emergency response and/or after hour rates.

**E3-3. ASBESTOS, LEAD-BASED PAINT, AND MOLD ABATEMENT**

The contractor shall have the ability to provide for the removal or control of asbestos containing building materials (ACMs), lead-based paint (LBP), and mold (fungi) damaged building materials at various sites throughout the County. These services shall be on an as needed, if needed, basis. The contractor may assist the County department in meetings and negotiations with regulators, property owners, potential responsible parties, and other interested parties, including the general public.

**E3-3.1 Services to be required**

- E3-3.1.1 Many County facilities are thought to contain some form of ACM and LBP. All disturbance or abatement of asbestos and LBP building materials must be conducted by certified individuals and firms. Large and small asbestos and/or lead removal projects require sophisticated procedures including building heating, ventilating and air conditioning (HVAC) isolation; evacuation of the space; and, stringent containment, decontamination, and disposal of the asbestos and/or lead containing waste material. Complete removal will eliminate potential health hazards and the need for ongoing operations and maintenance (O&M) programs.
- E3-3.1.2 Mold and other fungi are caused by moisture intrusion in buildings. In cases of suspected moisture intrusion, assessment of buildings for fungi, followed by designed removal actions, decontaminations and disposal of the fungi containing material may be required.
- E3-3.1.3 This AOS includes the abatement or remediation of ACMs, LBP and microbial damaged building materials only. It DOES NOT encompass replacement or remodel construction (other than to replace or repair damages caused by abatement activities).

**E3-3.2 References**

The following references shall apply to this AOS:

- E3-3.2.1 40 CFR Part 61, Subpart M, Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP)
- E3-3.2.2 29 CFR Part 1926, Subpart 1926.1101 Asbestos

- E3-3.2.3 29 CFR Part 1910, Subpart 1910.1001 General Industry Asbestos
- E3-3.2.4 29 CFR Part 1910, Subpart 1910.134 Respiratory Protection
- E3-3.2.5 40 CFR Part 763, Asbestos Model Accreditation Plan: Interim Final Rule (59 FR 5236-5260)
- E3-3.2.6 29 CFR Part 1926, Subpart 1926.62 Lead
- E3-3.2.7 24 CFR Part 5, 24 CFR Part 35, 24 CFR Part 58, 24 CFR Part 200 HUD
- E3-3.2.8 29 CFR Part 1910, 29 CFR Part 1025 (OSHA)
- E3-3.2.9 40 CFR Part 61, 40 CFR Part 745, 40 CFR Part 763 (EPA)
- E3-3.2.10 Environmental Protection Agency (EPA): Mold Remediation in Schools and Commercial Buildings; 2001.
- E3-3.2.11 American Conference of Government Industrial Hygienist (ACGIH): Bioaerosol Assessment and Control, 1999.
- E3-3.2.12 Guidelines on Assessment and Remediation of Fungi in Indoor Environments, New York City Department of Health (DOH), 2008.
- E3-3.2.13 American Industrial Hygiene Association (AIHA): Report of Microbial Growth Task Force; 2001.
- E3-3.2.14 Institute of Inspection, Cleaning and Restoration Certification, IICRC S520: Standard and Reference Guide for Professional Mold Remediation, 2015.
- E3-3.2.14 "Field Guide for the Determination of Biological Contaminants in Environmental Samples" 2nd edition, American Industrial Hygiene Association, 2005

E3-3.3 Asbestos Abatement

The contractor awarded contracts for asbestos abatement projects (abatement contractor) shall, in support of various County department's abatement activities, provide services at County department facilities to mitigate asbestos that may pose a liability to Maricopa County. These services shall include, but are not necessarily limited to, initial response and abatement actions to minimize the threat to public health, safety, and the environment of the facilities or properties and to prevent further contamination.

E3-3.3.1 Project Management

E3-3.3.1.1 Services to be provided by the abatement contractor may include, but are not necessarily limited to:

- Preparing initial estimate for corrective actions; removal of ACM/RACM prior to renovation and demolition activities; repairing and maintenance of damaged ACMs; coordinating NESHAP notifications to the Maricopa County NESHAP Coordinator for all demolitions and all renovations where the amount of RACM to be disturbed is greater than 260 linear feet on pipes; greater than 160 square feet on other facility components; or greater than 35 cubic feet on facility components; cleaning up of asbestos

materials from unpredicted fiber release episodes; containment; encapsulation; and disposal.

- All employees and contractors utilized will be currently certified in their respective categories including worker, contractor/supervisors etc. and shall hold current medical clearance for abatement work.

E3-3.3.1.2 The abatement contractor shall provide any or all of the contract services as stipulated by contract issued by the County department. Such services shall be provided in a manner specified or approved by Maricopa County to the satisfaction of the County department. The services shall include the personnel, materials, and equipment required to complete the ordered work.

E3-3.3.2 County Department Responsibilities

E3-3.3.2.1 The County department requesting specific abatement services will provide to the abatement contractor information pertaining to the project, including, but not necessarily limited to, the following:

- Address of the site, drawings or maps of the area of buildings, any construction records that might identify asbestos construction materials, other inspection reports if available, other hazards which require assessment by technically trained inspectors, and coordination for moving of patients, inmates, employees, etc., as applicable.

E3-3.3.3 Regulatory Requirements

E3-3.3.3.1 The abatement contractor must comply with the requirements of any applicable Federal, state, County, or local rules and regulations governing asbestos removal and disposal.

E3-3.3.3.2 The abatement contractor shall have access to the regulations referenced above in E3-3.3.3.1 on each site where work is being accomplished.

E3-3.3.3.3 Prior to implementation of asbestos removal the abatement contractor shall provide the Maricopa County NESHAP Coordinator, Maricopa County Risk Management Department, and the County department with the necessary, written, 10 business day notification. The notification must comply with 40 CFR Part 61, Subpart M, paragraph 61.145. (Revised Regulations as of November 20, 1990.) Notification should be sent to:

- Maricopa County Air Quality Department  
ATTN: Asbestos NESHAP Coordinator  
Central Permit Intake Office  
3800 N. Central Avenue, Suite #1400  
Phoenix, Arizona 85012  
Telephone: 602-506-6010  
[Asbestos@maricopa.gov](mailto:Asbestos@maricopa.gov)

- County department's project manager or project coordinator responsible for the specific project.

E3-3.3.4 County Department's Project Manager or Coordinator

- E3-3.3.4.1 The abatement contractor shall report directly to the County department's project manager or project coordinator.
- E3-3.3.4.2 The abatement contractor shall furnish a written estimate of the cost of each project (once the estimate has been finalized, the total guaranteed NTE, firm-fixed price shall govern the over-all project. Maricopa County shall not be obligated to honor any additional estimates or amendments to the project, except in special isolated pre-approved instances) based upon the firm-fixed prices stated in the contract.
- E3-3.3.4.3 The abatement contractor shall be required to complete all the work outlined by the estimate, and in the timeframe stipulated in the project request.
- E3-3.3.4.4 The abatement contractor shall understand and agree that the County department's project manager or project coordinator shall have full and final authority for, but not limited to, the following:
- determination of completion of each project
  - review of work schedules
  - approval of clean-up procedures
  - disapproval or approval of the use of certain equipment, personnel, materials, services, and/or procedures
  - establishment of proper safety protocol
  - issuance of stop-work orders for safety, environmentally unsafe activities, procedures, or unnecessary work.
- E3-3.3.4.5 The abatement contractor shall agree that the completion of a project shall be upon the final removal and disposal of all materials, substances, and/or RACM.
- E3-3.3.4.6 The completion date shall conform to the dates specified in the NESHAP notification, or modified/revised notification.
- E3-3.3.4.7 Copies of any revisions to the NESHAP notification and an explanation shall be submitted to the County department's project manager or project coordinator.
- E3-3.3.4.8 A project shall be deemed complete at the convenience of the County department by the project manager or project coordinator.
- E3-3.3.4.9 The abatement contractor shall submit all copies specified in the project for payment to the designated County department representative for review.

- E3-3.3.4.10 The abatement contractor shall keep a complete record of all labor, equipment, materials, and outside services expended in the performance of a project under the contract and shall include such record as a closeout document with the final invoice for services.

**E3-3.4 Lead Abatement**

The contractor(s) awarded contracts for lead abatement projects (abatement/mitigation contractor(s)) shall, in support of various County department's abatement activities, provide services in support of various County departments abatement/mitigation activities at their facilities that may pose a liability to Maricopa County. These services shall include, but are not necessarily limited to, initial response and abatement actions to minimize the threat to public health, safety, and the environment of Maricopa County facilities or properties to prevent further contamination.

**E3-3.4.1 Project Management**

- E3-3.4.1.1 Services to be provided by the abatement/mitigation contractor may include, but are not necessarily limited to:

- Preparing initial estimate for all corrective actions as requested by the County department; removing lead-containing materials and lead hazards prior to renovation and demolition activities; repairing and maintenance of damaged lead surfaces (interim controls); providing notification to the designated regulatory authority; if applicable, and Maricopa County Risk Management for all demolitions; cleaning lead-containing materials from unpredicted particulate release episodes; containment and/or encapsulation; and waste characterization and disposal

- E3-3.4.1.2 The abatement contractor shall provide any or all of the contract services as stipulated by a contract issued by the County department. Such services shall be provided in a manner specified or approved by the County and to the satisfaction of the County department. The services shall include the personnel, materials, and equipment required to complete the ordered work.

**E3-3.4.2 County Department Responsibilities**

- E3-3.4.2.1 The County department requesting specific abatement services will provide to the abatement/mitigation contractor information pertaining to the project, including, but not necessarily limited to, the following:

- Address of the site, drawings or maps of the area of buildings, any construction records that might identify lead construction materials, other inspection reports (if available), other hazards which require assessment by technically trained inspectors, and coordination for moving of patients, inmates, employees, etc.

**E3-3.4.3 Regulatory Requirements**

- E3-3.4.3.1 The abatement contractor must comply with any applicable Federal, state, County, or local rules and regulations governing lead removal and disposal.
- E3-3.4.3.2 The abatement/mitigation contractor shall have access to the regulations referenced above in E3-3.4.3.1 above on each site where work is being accomplished.
- E3-3.4.3.3 The abatement/mitigation contractor shall meet with the designated representative(s) stated above to review the schedule of work and specify special needs. At that time, the abatement contractor shall identify a project supervisor who shall be on-site for the duration of the project with authority to act as the abatement contractor's authorized representative. This individual must be currently certified as an EPA lead contractor/supervisor. All certifications for the project supervisor shall be submitted with the project offer.
- E3-3.4.3.4 The abatement contractor shall furnish documentation certifying that employees working on each project have had EPA approved lead contractor/supervisor training, and/or lead worker training, and are currently certified.
- E3-3.4.3.5 Training for employees working on each project shall include all the elements specified in 40 CFR Part 745 and 29 CFR Part 1910 and 29 CFR Part 1926.
- E3-3.4.3.6 The abatement contractor shall have a copy of their written hazard communication (to include copies of Material Safety Data Sheets), safety program, and respiratory protection programs at the project site.
- E3-3.4.3.7 The abatement contractor shall ensure that medical examinations required under lead regulations are current for all employees involved in each project and are available upon request.
- E3-3.4.3.8 The abatement contractor shall post all signs, and use appropriate labels throughout the worksite, pursuant to lead regulations.
- E3-3.4.3.9 The abatement contractor shall be required to furnish his/her own utilities, including water and electrical, when the work is being accomplished at a remote site and/or where not available at the site. In County-owned/operated buildings, the County department will furnish the following:
- Sufficient electric power from outside the abatement area to power the abatement contractor's equipment.
  - Water taps adjacent to or in the work area, for the abatement contractor's use.
  - Designated area adjacent to the project site for storing supplies and parking disposal trailers.
- E3-3.4.4 County Department's Project Manager or Coordinator

- E3-3.4.4.1 The abatement contractor shall report directly to the County department's project manager or project coordinator.
- E3-3.4.4.2 The abatement/mitigation contractor shall furnish a written estimate of the cost of each project based upon the firm, fixed prices stated in the contract. (Once a cost estimate for a project has been finalized, the total guaranteed NTE, firm-fixed price shall govern the over-all project. Maricopa County shall not be obligated to honor any additional estimates or amendments to the project, except in special isolated pre-approved instances.)
- E3-3.4.4.3 The abatement contractor shall be required to complete all the work outlined by the estimate, and in the timeframe stipulated in the project request.
- E3-3.4.4.4 The abatement contractor shall understand and agree that the County department's project manager or project coordinator shall have full and final authority for, but not limited to, the activities in Section 2.3.2 - Overall Responsibilities of the County.
- E3-3.4.4.5 The abatement contractor shall agree that the completion of a project shall be based upon the final removal and disposal of all materials, substances, and/or hazardous wastes.
- E3-3.4.4.6 The completion date shall conform to the dates specified in any required notification or modified/revised notification.
- E3-3.4.4.7 Copies of any revisions to any required notification and an explanation of the revisions shall be forwarded to the County department's project manager or project coordinator as specified in the PSOW.
- E3-3.4.4.8 A project shall be deemed complete by the project manager or project coordinator at the convenience of the County department.
- E3-3.4.4.9 The abatement contractor shall submit all copies specified in the project contract for payment to County department representative.
- E3-3.4.4.10 The abatement contractor shall keep a complete record of all labor, equipment, materials, and outside services expended in the performance of a project under the contract and shall include such record as a closeout document with the final invoice for services.

### E3-3.5 Mold Abatement and Microbial Remediation

The abatement contractor(s) awarded contracts for mold abatement and remediation projects (abatement/remediation contractor) shall, in support of various County department's abatement activities, provide services in support of various County department's abatement activities at their facilities that may pose a liability to Maricopa County. These services shall include, but are not necessarily limited to, initial response



and abatement/remediation actions to minimize the threat to public health, safety, and the environment of the facilities or properties to prevent further contamination.

**E3-3.5.1 Project Management**

E3-3.5.1.1 Services to be provided by the abatement/remediation contractor may include, but are not necessarily limited to:

- Preparing initial estimate for all corrective actions, removal and proper disposal of water or fungal damaged building materials prior to or during remediation, renovation, and demolition activities.

E3-3.5.1.2 The abatement/remediation contractor shall provide any or all of the contract services as stipulated by a contract issued by the County department. The services shall include the personnel, materials, and equipment required to complete the ordered work.

**E3-3.5.2 County Department Responsibilities**

E3-3.5.2.1 The County department requesting specific abatement/remediation services will provide to the abatement/remediation contractor information pertaining to the project, including but not necessarily limited to, the following:

- Address of the site, drawings or maps of the area of buildings, any construction records that might identify lead construction materials, other inspection reports if available, other hazards which require assessment by technically trained inspectors, and coordination for moving of patients, inmates, employees, etc., as applicable

**E3-3.5.3 Industry Standard Requirements**

E3-3.5.3.1 The abatement/remediation contractor must comply with the basic industry standards for mold abatement and microbial remediation. Improvements and updates to the industry standards must be continuously incorporated.

E3-3.5.3.2 County department's project manager or project coordinator is responsible for the specific project with input and support from:

- Maricopa County Risk Management  
ATTN: Risk Control & Loss Prevention  
Division  
234 North Central Avenue, Suite #530  
Phoenix, Arizona 85004  
Telephone: 602-506-6041  
<https://www.maricopa.gov/1303/Risk-Management>

**E3-3.5.4 County Department's Project Manager or Project Coordinator**

- E3-3.5.4.1 The abatement/remediation contractor shall report directly to the County department's project manager or project coordinator.
- E3-3.5.4.2 The abatement/remediation contractor shall furnish a written estimate of the cost of each project (once the estimate has been finalized, the total guaranteed NTE, firm-fixed price shall govern the over-all project. Maricopa County shall not be obligated to honor any additional estimates or amendments to the project, except in special isolated pre-approved instances) based upon the firm, fixed prices stated in the contract.
- E3-3.5.4.3 The abatement/remediation contractor shall be required to complete all the work outlined by the estimate, and in the timeframe stipulated in the project request.
- E3-3.5.4.4 The abatement/remediation contractor shall understand and agree that the County department's project manager or project coordinator shall have full and final authority for, but not limited to, the following:
- determination of completion of each project
  - review of work schedules
  - approval of clean-up procedures
  - disapproval or approval of the use of certain equipment, personnel, materials, services, and/or procedures
  - establishment of proper safety protocol
  - issuance of stop-work orders for safety, environmentally unsafe activities, procedures, or unnecessary work.
- E3-3.5.4.5 The abatement/remediation contractor shall agree that the completion of a project shall be upon the removal, proper decontamination and disposal of all microbial-damaged building materials and surfaces.
- E3-3.5.4.6 A project shall be deemed complete at the convenience of the County department by the project manager or project coordinator.
- E3-3.5.4.7 The abatement/remediation contractor shall submit all copies specified in the project contract for payment to the designated representative for certification.
- E3-3.5.4.8 The abatement/remediation contractor shall keep a complete record of all labor, equipment, materials, and outside services expended in the performance of a project under the contract and shall include such record as a closeout document with the final invoice for services.

**EXHIBIT C****OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County contract administrator.
- 2.0 Lodging, per diem, and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): [www.gsa.gov](http://www.gsa.gov).
  - 2.1 Additional incidental expenses (i.e., telephone, fax, internet, and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
  - 2.2 The County will not (under any circumstances) reimburse for contractor guest lodging, per diem, or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
  - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County contract administrator as a result of the business needs of the County when there is no lower fare available.
  - 3.2 The lowest direct flight airfare rate from the contractor's assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
  - 3.3 The County will not (under any circumstances) reimburse for contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County contract administrator.
  - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse a contractor if the contractor chooses to purchase this coverage.
  - 4.2 Rental vehicles are restricted to sub-compact, compact, or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: Contractors shall obtain pre-approval in writing from the County contract administrator prior to rental of a larger vehicle.)
  - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH, shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
  - 4.4 County will reimburse for the lowest rate, long-term, uncovered (covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
  - 4.5 The County will not (under any circumstances) reimburse the contractor for guest vehicle rental(s) or other any transportation costs.

- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County contract administrator. These costs include, but are not limited to, the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.
- 6.0 Travel and per diem expenses shall be capped at 15 percent of project price unless otherwise specified and approved by the County in individual contracts.
- 7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and, if applicable, with a copy of the written consent issued by the County contract administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

**EXHIBIT D**  
**PROJECT OFFER REQUIREMENTS**

1. Project Offer (PO) Format

1.1. When responding to an AOS PSOW, listed and interested contractors shall submit a PO, which shall include:

1.1.1. Proposed method of approach with any suggested changes to an initial PSOW and recommendations for any approved innovative technologies, when applicable. The contractor shall not be paid for the development of a PO.

1.1.2. A copy of Attachment C – Maricopa County Environmental Services Contractor Qualifications Application that was submitted with the bid packet for this solicitation.

1.1.3. Information about key personnel not included with the initial submission should be added using the format for key personnel information in Attachment C.

1.1.4. When requested by the County departments, key personnel may be asked to provide a brief resume to support minimum requirements/educational background required for that specific professional position and level to supplement information presented at time of bid for this contract.

1.1.4.1 Once identified in the PO, key personnel shall not be removed or replaced without notification and approval of the County department’s project manager or project coordinator. If the contractor replaces key personnel, it shall not affect contractor’s commitment to meet all schedules and deliverables.

1.1.4.2 Contractor shall provide a list detailing the number of hours each key person, subcontractor(s), consultant(s), etc. will be working exclusively on a project.

1.1.5. A list of all approved subcontractors to be used.

1.1.5.1 Once identified in the PO, subcontractors shall not be removed or replaced without notification and approval of the County department’s project manager or project coordinator. If the contractor replaces a subcontractor, it shall not affect the contractor’s commitment to meet all schedules and deliverables.

1.1.5.2 Contractor shall submit adequate documentation supporting the performance ability of proposed subcontractors.

1.1.5.3 Contractor shall supply a detailed, itemized breakdown of all labor classifications, equipment, and supplies for ALL subcontractors which the contractor proposes to utilize, as well as the **FIRM, FIXED COSTS** for such. The contractor’s markup fee will be **A MAXIMUM OF 5% AND MUST BE PRE-APPROVED BY THE COUNTY**. NO MARKUP FEE will be allowed for any classification of subcontractor work totaling \$500 or less, either on the PO or any PA. The following is an example only:

DRILLER	Total amount of work:	\$5,000.00
Subcontractor mark-up per contract:		250.00
Total firm fixed cost to bill to using agency:		\$5,250.00
TRANSPORTER	Total amount of work:	\$19,000.00

Subcontractor mark-up per contract:	950.00
Total firm fixed cost to bill to using agency:	\$19,950.00

- 1.1.6. A list of all approved capitalized equipment the contractor proposes to utilize for a project, including number of hours and the amount to be utilized (i.e., miles, hours, days, weeks, etc.).
  - 1.1.7. A written PO may, as needed, describe the contractor's health and safety plan for a project. Such safety plan should include, at a minimum, the description of the conditions, which, if present, will cause the contractor to initiate cessation of services for safety reasons. However, the contractor and the County department shall understand and agree that, in addition to the conditions specified in a written PO, reasonable professional judgment must, at all times, be exercised as criteria for cessation of services for safety reasons.
  - 1.1.8. A complete schedule of activities to meet compliance with County department's schedule for completion.
  - 1.1.9. Local conditions, assumptions, and/or limitations on the part of the contractor which may affect the accuracy of a PSOW.
  - 1.1.10. Anything else that applies to the specific site/project (i.e., laboratory tests, location of disposal site, etc.).
  - 1.1.11. Potential conflicts of interests.
  - 1.1.12. The contractor must submit a written PO to the County department no later than the date specified by the County department and in accordance with all instructions provided by the County department.
  - 1.1.13. The County department project manager or project coordinator shall have the right to review a copy of proposed subcontractors' and/or consultants' work schedule to ensure compliance with all terms and conditions of the original contract.
  - 1.1.14. Upon acceptance by the County department, a PO becomes a firm, fixed offer and the bottom-line dollar amount for all labor, equipment, supplies, subcontractor work, mark-up, etc., shall become a not-to-exceed (NTE) ceiling amount. No component of a PO (labor classification, number of hours, equipment, etc.) or the NTE ceiling can be increased except through the PA process, as described in section 1.5 – Project Amendment. **However, the parties acknowledge that the NTE is only an estimate and that the work may not be completed in its entirety for this amount. If the NTE is reached prior to the completion of the work, the contractor shall have no obligation to continue with the work, unless the County has provided the contractor with written authorization to perform work in excess of the NTE via a change order or other authorization signed by both parties.**
- 1.2. Conflict of Interest for Projects
- 1.2.1. Upon submission of a PO, the contractor shall submit a written disclosure regarding the existence of any real or potential conflict of interest, as defined in A.R.S. § 38-501, et seq., that the contractor, individual employee, or known subcontractor(s) may have. A conflicting party is defined as any person who may be responsible under any state or federal law for pollutants which are present in, or threaten, a project area defined within a PSOW. In addition, the following shall be considered a conflict of interest:

- 1.2.1.1 The existence of a current financial relationship with a conflicting party within the past five years. A current financial relationship includes:
  - 1.2.1.1.1 Owing money to or being owed money by a conflicting party.
  - 1.2.1.1.2 Having performed work for a conflicting party and having issued a warranty or guarantee for the work that is still in progress.
  - 1.2.1.1.3 Allowing a contractor employee to work on the project area if that contractor employee was an employee of a conflicting party or was an employee of a contractor to a conflicting party within the previous two years.
  - 1.2.1.1.4 Acceptance by the contractor of any gifts or gratuities from a conflicting party.
- 1.2.1.2 The existence of a past financial relationship in which the contractor provided opinions or conclusions to a conflicting party.
- 1.2.1.3 The existence of a potential conflict of interest between a contractor and a conflicting party that is not defined above, but which creates an appearance of impropriety. An appearance of impropriety shall be defined as a situation where the activity of a contractor may create the impression that a conflict of interest and/or a similar improper relationship exists between a particular conflicting party and the contractor. An appearance of impropriety may exist even if a real conflict of interest (as defined above) does not exist. The County department will make a determination in the best interests of the County on a case-by-case basis.
- 1.2.2. It shall be the duty of the contractor to report, in writing, to the County department any of the real or potential conflict of interest situations, as noted above, within five business days of when the contractor knew or should have known of their existence.
- 1.2.3. The contractor must provide and maintain adequate procedures and controls to ensure that if a real or potential conflict of interest arises or is discovered between the contractor and a conflicting party, that the County department is notified within five business days of when the contractor knew or should have known of their existence.
- 1.2.4. County departments reserve the right to waive conflicts of interest as they deem in the County's best interest, with prior notification to and advice from County departments' legal counsel.
  - 1.2.4.1 Proposed subcontractors may be subject to the same conflict of interest provisions as stated above. Contractors shall notify the County department of all potential conflicts in a PO and the County department reserves the right to exercise best judgment in waiving the conflicts of interest applicability to subcontractors, as it deems in the County's best interest. Conflict of interest provisions must be included in all applicable contracts with subcontractors and consultants.
- 1.2.5. The contractor shall submit with a PO a disclosure statement concerning potential conflicts of interest for all employees of the contractor potentially assigned as key personnel on a PSOW.
  - 1.2.5.1 The disclosure statement shall address all conflicting-party relationships. The contractor is to provide, along with its disclosure statement, information on its financial and business relationship with all conflicting parties and with the contractor's parent companies, subsidiaries, affiliates, subcontractors, consultants, or current clients. (This disclosure requirement encompasses past financial and business relationships, including services related to any proposed or pending litigation, with such parties).



- 1.2.6. The contractor shall not provide data generated or otherwise obtained in the performance of contractor responsibilities under a contract to any party other than the County, or its authorized agents, for the life of the contract, and for a period of five years after completion of the contract, except as directed by the County department.
- 1.2.7. The contractor shall not accept employment from any party other than state or Federal agencies for work directly related to the project area(s) under the contract for five years after the contract has terminated. The County department may exempt contractor from this requirement through a written release.
- 1.3. Innovative Technical Approaches
  - 1.3.1. Included in a PO submitted in response to a County department's PSOW, the contractor is encouraged to offer any innovative technical approaches and/or cost-efficient alternatives that could achieve the objectives of the PSOW. The PO shall describe the relative merits of the innovative approach and provide clear and convincing evidence that the alternative meets or exceeds all relevant specifications required by the original PSOW.
- 1.4. Differing Site Conditions
  - 1.4.1. The contractor shall notify a County department's project manager or project coordinator, in writing (email or facsimile notification is an acceptable written format), of differing site conditions from a PSOW or any other changes not anticipated in the project which may cause a change in cost or completion time, or which may result in significant changes in contractor's methodology. If changes result in an increase or decrease in the established firm, fixed prices, such increase or decrease shall be detailed to such an extent as to allow the County department sufficient information to evaluate the costs involved. Such written notification, to include revised prices, shall be made as soon as possible but no later than five business days from discovery. County reserves the right to deny changes to the firm fixed price for increases in costs that are not reported within five business days from discovery.
  - 1.4.2. The County department's project manager or project coordinator, as applicable, may authorize field changes in project(s), as long as such changes do not exceed 10 percent of the original project award amount. Once the field change has been authorized, the contractor shall forward all applicable documentation within five business days of the change to the County department's project manager or project coordinator. Such field modification shall be followed by a written PA before the next invoice period begins.
- 1.5. Project Amendment (PA)
  - 1.5.1. The County department retains the right to make changes to a project contract, in writing, at any time. If such changes result in a change in cost (change in cost will occur if the changes exceed 10 percent of the original project award amount) or completion time, or makes significant changes in methodology, a PA shall be issued by the County department.
    - 1.5.1.1 If changes result in an increase or decrease in the established firm, fixed prices, the contractor shall submit to the County department's project manager or project coordinator, costs associated with the change, detailed to such an extent as to allow the County department sufficient information to evaluate the costs involved.
    - 1.5.1.2 Upon receipt of requested change(s), the County department will make a determination of acceptance or rejection of the requested change(s) to the project contract. The County department shall notify the contractor, in writing, of rejection; or if accepted, a formal PA will be issued.

1.5.1.3 Contractors shall not be authorized to proceed with any change(s) under consideration until written approval from the project manager or coordinator, as applicable, is received from the County department.

1.6. Out-of-State Personnel

1.6.1. Written approval from the County department shall be obtained by the contractor prior to importing the services of out-of-state personnel in conjunction with a PSOW for any billable expense other than the hourly rate.