

SERIAL 14069 RFP ROOFING REPLACEMENT, REPAIRS, AND MAINTENANCE
Contract - Tecta America *2nd CALL*****

DATE OF LAST REVISION: November 19, 2014

CONTRACT END DATE: October 31, 2016

CONTRACT PERIOD THROUGH OCTOBER 31, 2016

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **ROOFING REPLACEMENT, REPAIRS, AND MAINTENANCE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **November 19, 2014**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

DW/mm
Attach

Copy to: Office of Procurement Services
Don Jeffery – Facilities Management



CONTRACT PURSUANT TO RFP

SERIAL 14069-RFP

This Contract is entered into this 19th day of November, 2014 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Tecta America Arizona, LLC, an Arizona corporation ("Contractor") for the purchase of Roofing Replacement, Repairs, and Maintenance services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of two (2) years, beginning on the 19th day of November, 2014 and ending the 31st day of October, 2016.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of four (4) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for fee adjustments must be submitted sixty (60) days prior to the current Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 3.3 INVOICES:

Note: The Contractor must submit invoices to the County Agency who has made the request. The Contractor is warned that a purchase order document (or a method of payment) must be established before any work is to begin. The Contractor must invoice against the requestor's PO and not the PO established by FMD unless work is requested by FMD.

All invoicing for time and materials work must contain:

- Purchase order number (if applicable);
- Terms as bid;
- Contract serial number;
- Job site name address and site number;
- Description of work performed;
- Itemized materials list description;

Price of materials;
Total labor hours;
Labor charges as bid (See * below);
Applicable sales tax on materials only;
Grand total of invoice.

*T&M labor must delineate which labor rate is billed: *Regular* service labor or *After* hours service labor.

Invoicing for project work must contain:
Purchase order number (if applicable);
Terms as bid;
Job site name address and site number;
A detailed description of work performed;
Total project cost in dollars
Taxes shall be included in the project cost and not as a separate line item. (See Exhibit B§1.5.1.4)

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

3.3.1 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order

3.3.2 Payment shall 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 located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.3 EFT payments to the routing and account numbers designated by the Contractor will 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.

3.4 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.4.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE 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 \$AVE, **please so state** in your proposal. 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 Request for Proposal.

3.5 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.5.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

4.0 AVAILABILITY OF FUNDS:

- 4.1 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.
- 4.2 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 ten (10) days in advance.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 5.2 During the Contract term, County shall 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.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

- 6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 6.1.2 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 paragraph.

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

6.2 INSURANCE:

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

- 6.2.2 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.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 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.
- 6.2.5 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.
- 6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 6.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.2.8 The policies required hereunder, except Workers' Compensation, 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.
- 6.2.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.10 Automobile Liability:
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 6.2.11 Workers' Compensation:
- 6.2.11.1 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.

6.2.11.2 Contractor waives all rights against County 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 pursuant to this Contract.

6.2.12 Certificates of Insurance.

6.2.12.1. Prior to commencing work or services under this Contract, 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.

6.2.12.2. 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.

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

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 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.

6.3.2 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.

6.4 INSPECTION OF SERVICES:

6.4.1 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.

6.4.2 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.

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

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 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:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

6.5 **PROCUREMENT CARD ORDERING CAPABILITY:**

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.6 **INTERNET ORDERING CAPABILITY:**

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 **NOTICES:**

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

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Tecta America Arizona, LLC
Attn: Virgil Benesh
6610 W. Oranewood Ave
Glendale, AZ 85301

6.8 **REQUIREMENTS CONTRACT:**

6.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

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

6.8.3 Purchase orders will be cancelled in writing.

6.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10 TERMINATION FOR DEFAULT:

6.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.10.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.10.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.10.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.11 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, additionally if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

6.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this 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.

6.13 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 under this contract.

6.14 ADDITIONS/DELETIONS OF SERVICE:

6.14.1 The County reserves the right to add and/or delete materials 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 are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.14.2 The County reserves the right of final approval on proposed staff for all Task Orders. 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.

6.15 RELATIONSHIPS:

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, partnership, principal and agent, or joint venture between the District and the Contractor.

6.16 SUBCONTRACTING:

6.16.1 The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.16.2 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.

6.17 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.

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

6.18.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. 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.

6.18.2 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.

6.18.3 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 claim submitted by the Contractor by 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.

6.19 **AUDIT DISALLOWANCES:**

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.20 **SEVERABILITY:**

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 this Contract.

6.21 **RIGHTS IN DATA:**

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.22 **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, express or implied.

6.23 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

6.23.1 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 USCIS.GOV.

6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.23.1 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.

6.24 CONTRACTOR LICENSE REQUIREMENT:

- 6.24.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, 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 using agency of any and all changes concerning permits, insurance or licenses.
- 6.24.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.25 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 6.25.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
 - 6.25.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 6.25.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 6.25.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 6.25.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 6.25.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 6.25.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.26 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.

6.27 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 or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.28 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.

6.29 INFLUENCE

As prescribed in MC1-1202 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.

An attempt to influence includes, but is not limited to:

6.29.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.29.2 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.

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.

6.30 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information 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. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.31 INCORPORATION OF DOCUMENTS:

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

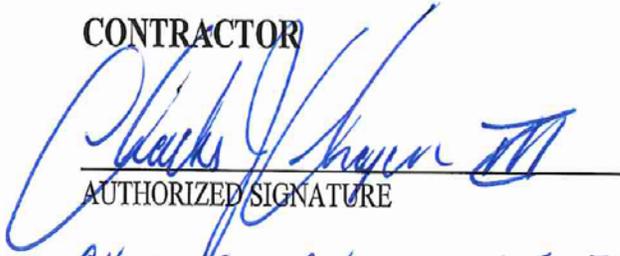
6.31.1 Exhibit A, Pricing;

6.31.2 Exhibit B, Scope of Work;

6.31.3 Exhibit B-1, Narrative

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

CONTRACTOR



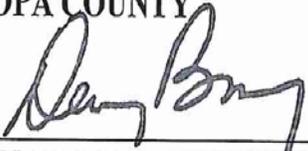
AUTHORIZED SIGNATURE

CHARLES J CHAPMAN III PRES
PRINTED NAME AND TITLE

6610 W. ORANGEWOOD AVE GLENDALE, AZ. 85301
ADDRESS

11-6-14
DATE

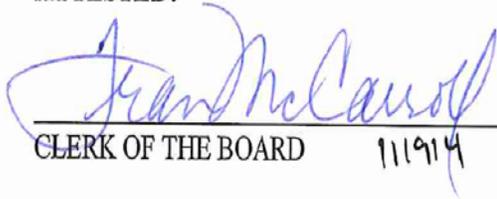
MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

DEC 03 2014
DATE

ATTESTED:



CLERK OF THE BOARD 111914

DEC 03 2014
DATE

APPROVED AS TO FORM:



LEGAL COUNSEL

19 Novabr 2014
DATE

EXHIBIT A
PRICING

SERIAL 14069-RFP	
NIGP CODE: 91066	
COMPANY NAME:	<u>Tecta America Arizona, LLC</u>
DOING BUSINESS AS (DBA) NAME:	<u>Tecta America Arizona, LLC</u>
MAILING ADDRESS:	<u>6610 W Oranewood Ave</u>
	<u>Glendale AZ 85301</u>
REMIT TO ADDRESS:	<u>Same</u>
TELEPHONE NUMBER:	<u>602.246.8661</u>
FACSIMILE NUMBER:	<u>623.931.3061</u>
WEB SITE:	<u>www.tectaamerica.com</u>
REPRESENTATIVE NAME:	<u>Virgil Benesh</u>
REPRESENTATIVE PHONE NUMBER:	<u>602.663.2664</u>
REPRESENTATIVE E-MAIL:	<u>vlbenesh@tectaamerica.com</u>

YES

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: x

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: x

x NET 30 DAYS

1.0 PRICING:

SECONDARY

Time and Materials Pricing

(Labor is per hour, per man)

BUSINESS HOURS:

Foreman, portal to portal rate: \$64.00 /per hour

Mechanic: \$53.00 /per hour

Helper: \$46.00 /per hour

AFTER HOURS:

Foreman, portal to portal rate: \$92.00 /per hour

Mechanic: \$75.00 /per hour

Helper: \$65.00 /per hour

WEEKENDS, HOLIDAYS:

Foreman, portal to portal rate: \$120.00 /per hour

EXHIBIT B
SCOPE OF WORK

1.1 Contractor shall make available roofing repairs to the County during daytime hours. The pricing section will have various rates for regular hours, after hours, and holiday hours.

1.2 SERVICE HOURS:

1.2.1 *REGULAR SERVICE* shall be work performed at regular County business hours (6:00 AM to 6:00 PM), Monday through Friday, excluding County holidays.

1.2.2 *AFTER HOURS SERVICE* shall be work performed after 6:00 PM and before 6:00 AM the next morning and Saturday work.

1.2.3 *WEEKEND SERVICE WORK* shall be performed after 6:00 AM on Saturday through Monday morning before 6:00 AM.

1.2.4 *HOLIDAY SERVICE WORK* shall be performed during any Maricopa County holiday.

If it becomes necessary for the Contractor to perform work after an 8-hour period, billable labor hours shall be adjusted to the overtime rate.

1.3 **RESPONSE TIME:**

Response time to all BUSINESS HOURS repair service work shall be within four (4) hours on-site after Contractor receives request from Facilities Management, with the exception of an emergency request that occurs during BUSINESS HOURS, which shall be two (2) HOURS. Roof leaks are considered *emergency* service. After hours emergency service response time shall be 4 hours or less.

If the Contractor cannot or does not respond on site within the required response time, the County shall contact another Contractor. Failure of a contractor to respond to three (3) response requests during the period of this contract may result in termination of this contract.

1.4 CONTRACTOR REQUIREMENTS:

The Contractor shall provide a working foreman, who is a mechanic/roofer, to continually supervise and direct all work at the job site. The working foreman shall supervise and oversee all work as it relates to roof repairs or replacement.

Roofs requiring partial replacement or full replacement must be approved by FMD with an estimate of costs provided to FMD. The County reserves the right to competitively bid “like for like” roofing or full replacements under the provisions of the Maricopa County Procurement Code, and not under the requirements of this contract.

1.5 PROJECT WORK AND TIME AND MATERIALS:

1.5.1 Project Work:

1.5.1.1 Project work shall mean work performed on roofs, which, in the best interest of the County, would be more advantageous to be performed as “all inclusive” as opposed to time and materials. Projects that are estimated to be under \$25,000 shall be completed by the 1st call or Primary contractor. Projects that are estimated to exceed \$25,000 should be quoted amongst all the contractors under the Contract unless the estimated cost is over \$100,000 at which time the County reserves the right to complete a separate solicitation outside this contract, if the County deems it to be in the best interest of the County. All projects over \$100,000 will need prior approval from OPS. The contractor(s) assigned to this

contract shall meet with the County agency at the site and ascertain what work and materials will be required. All additional labor charges outside the Scope of Work are those established in Attachment A, PRICING.

1.5.1.2 After site review of the project, the Contractor(s) must submit the project quote sheet back to the County requestor.

1.5.1.3 The submitted price for the project shall be all-inclusive. The awarded Contractor(s) shall absorb any cost overruns; or cost savings shall be additional profit. Exceptions shall be changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by the County user agency prior to any authorization to proceed. Contractor failing to acquire change orders in writing will not be paid for additional costs.

1.5.1.4 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work. It is not necessary to list parts/components when billing as a project. One all-inclusive price plus applicable tax as stated above. Tax to be included in the project cost and not as a separate line item.

1.5.1.5 The project quote sheet will contain the following information:

The contract serial number
Name and address of site
Detailed scope of work
Line item, project cost

If the contractor utilizes his or her own project quote sheet, **ALL TERMS AND CONDITIONS SHALL BE DELETED FROM THEIR QUOTE SHEET, AND THERE SHALL BE NO REQUIRED SIGNATURE line.** The reason for this is the terms and conditions are those established under this agreement, not what the contractor has on his/her quote sheet. For signature requirements, only the Board of Supervisors or appropriate OPS authorized - individuals are authorized to bind the County. The County agency may use a quote sheet under their letterhead in place of the Contractor's quote sheet signed by the County staff and the Contractor.

1.5.1.6 Acceptance of the project from the County shall be verbal, or on County letterhead from the County agency, with a notice to proceed letter.

1.5.1.7 Contractors shall be compensated for additional work requested and approved through change order that is not detailed in the scope at labor rates bid in Attachment A, PRICING.

1.5.2 Time And Materials:

1.5.2.1 This contract may also be used for time and materials work (not to exceed \$25,000 without approval of the Office of Procurement Services) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so on, and based on the labor rates (If multiple award). The contractor of record having the lowest labor rate shall be called first by the requesting department for time and materials service. If the contractor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest labor rate. The County must document this via a rank call log. Consistent decline of service requests by a contractor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

1.5.2.2 The Contractor, when submitting a quote to perform a T&M task, shall use his/her quote as an “estimate” (Note: the same rules apply as stated above – all terms and conditions are to be deleted and no signature required). The County will monitor the Contractor’s time, ensuring hours spent on each job is verifiable. Only actual hours on the job shall be billed. Exceptions are “project quotes”, wherein one price is all-inclusive to perform an entire job.

1.5.2.3 If additional labor, material, and/or repairs are needed after the estimate sheet has been authorized and the actual work has started, the contractor must immediately notify the County’s designated representative prior to performing the additional work and receive authorization to continue at the additional cost. Failure to comply with the above stated conditions shall result in the contractor assuming all responsibility and it will exempt Maricopa County from any explicit or implied responsibility for any liability or additional costs incurred by such action.

1.6 PREVENTATIVE MAINTENANCE INSPECTION

A bid price based on square footage for a yearly preventative maintenance program from a pre-selected list of buildings that the county will provide. The inspection shall consist of thermographic scanning by a level one certified technician. Written reports showing the thermographic scanning and any deficiencies in the roofing.

Roof evaluations will include: 1) photos 2) roof core 3) sketch 4) interview with building manager to show us any leaks 5) recommendations, and 6) very minor repair or cleaning to be optional, but documented and charged at standard county rates per ATTACHMENT A.

The pricing is for roof area, not per building. A 100,000 square feet building might have 10 separate roof areas and each could have a different roof system. Therefore, we would have to do 10 reports. For that reason, pricing and square footage breaks are based on roof size, not building size.

InfraRed scan will include the report and InfraRed images, and moisture probing at areas which appear to be wet, marking the locations of detected moisture on the roof.

Contractor shall remove from the job site all debris resulting from or incidental to roofing repairs/installation. All bitumen spills shall be cleaned and any damage that has occurred shall be the Contractor’s responsibility. Contractor shall not discard used roofing debris to County trash containers.

Unexpended materials or supplies purchased by the Contractor, paid with funds under the contract are, and will remain the property of the County. The Contractor shall deliver all such materials to FMD.

Contractor shall be responsible for any roof drain system and vent pipes clogged by Contractor’s roofing materials.

1.7 WARRANTY:

1.7.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

1.7.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.

1.7.2.1 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

- 1.7.2.2 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

1.8 TRIP CHARGES:

Trip charges are permitted when:

- 1.8.1 Called for testing and repairs at the following sites only: No trip charges for project work.

- 1.8.1.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)

- 1.8.1.2 County offices located in Gila Bend, AZ

- 1.8.1.3 County offices located in Buckeye, AZ

- 1.8.1.4 County Offices locate in Aguila, AZ

One trip charge per service call.

- 1.8.2 The scheduled contractor arrives onsite and is unable to locate a County representative familiar with the work, sometimes referred to as a dead-end call --or--the technician examines the equipment and nothing is found to be wrong and therefore actual labor is not required. Should this be the case, only the trip charge is allowed, no labor charges shall be imposed on the County .Combination of trip charges and labor rates are not allowed if the service call is legitimate and actual repair work is initiated.

1.9 CONTRACTOR QUALIFICATIONS:

Contractor shall be responsible to secure all required licenses and permits when and where applicable. Contractor must comply with all Arizona State Registrar of Contractor's guidelines, and must hold a current State of Arizona commercial roofing license L-42. **Proof of such must accompany bid package.**

The items listed below shall be clearly identify within the bid package

- 1.9.1 Contractor shall provide a list of dedicated team members to serve Maricopa County.
- 1.9.2 Contractor shall provide a brief response on their emergency response time to an organization the size of Maricopa County on a busy "Monsoon Day", or any other busy day.
- 1.9.3 Contractor shall provide a list of their largest customers.
- 1.9.4 Contractor shall provide their safety record.
- 1.9.5 Contractor shall provide a scope of other projects that have been performed, stating the size and type of roof system and material installed/serviced.
- 1.9.6 Contractor shall indicate the number of year it's been in business, number of employees and vehicles it has.
- 1.9.7 Contractor shall indicate any certifications it currently holds. (For which manufacturers / products / industry agencies)
- 1.9.8 Contractor shall indicate if the contractor exclusively install or represent any roofing products that exclude the contractor from repairing and/or installing other roofing products.

1.10 SSTA CERTIFICATION:

Each technician assigned to this contract MUST have SSTA (Southwest Safety Training Alliance) certification. The purpose of this certification is to ensure all technical staff has received safety training that meets the OSHA Construction Safety standards (29CFR1926), and the OSHA General Industry standards (OSHA 29CFR1910). If the contractor/bidder is currently certified, please submit copies of certification cards of all technicians who will be assigned to this contract. If the contractor/bidder is not currently certified, the contractor/bidder has sixty (60) days after award to obtain certification for its technicians assigned to this contract, and must submit copies of certification cards to the Office of Procurement Services upon completion of certification. Failure to provide this information after award will render the contractor in default of contract. All contractor new hires assigned to this contract must meet the same requirements.

In the event the work performance of the Contractor is not satisfactory, the Contractor will be notified and be given four (4) days to correct the work. Labor for all rework will be at no cost to the County.

Contractor will complete all work in a neat and workmanlike manner, to the satisfaction of the Facilities Management Department or the County agency if they oversee work.

EXHIBIT B-1 **NARRATIVE**

A. MANAGEMENT PLAN APPROACH

Tecta America proposes to contract with Maricopa County for time and material, cost plus and contract roofing work. Our approach involves the assignment of a Program Manager whose focus is the proper administration and planning of the Work, regardless the type.

The steps below will be abbreviated in the case of time and material work or leak calls, however the basic process exists in all cases.

The Program Manager will work with Maricopa County to determine the specific persons and processes to be implemented. The Processes below are a general overview of the process. Planning is of the utmost importance in the success of this type of endeavor.

PHASE 1 – TASK ORDER ISSUED | PLANNING BEGINS

Communication

- 1) Establish a team checklist and identify who should be involved in the chain of communication. This could include the Program Manager, estimator(s), Project Manager (PM), Site Safety Health Officer (SSHO), Superintendent, Quality Control Manager (QCM), Foreman/crew leader, controller, and subcontractors.
- 2) Clearly define the chain of communication
- 3) Emphasize the importance of open and honest communication for all phases of the project

Bid Review

- 1) The project team should conduct a bid review in conjunction with the contract review. The review team must include the PM.
- 2) Confirm that the bid information was entered into the appropriate CRM
- 3) Establish a checklist or guide for reviewing all aspects of the bid.
- 4) Review all job-related costs
- 5) Review scope including all inclusions and exclusions
- 6) Review plans and specifications
- 7) Review existing conditions
- 8) Review special or unusual conditions
- 9) Review schedule and liquidated damages and assess potential risks associated with the work
- 10) Involve the estimator(s) in this review and provide feedback to estimating team when needed
- 11) A similar bid review should be conducted for any subcontracted work.
- 12) Begin discussions and brainstorming to identify value enhancements, cost saving ideas, and up-selling opportunities

Contract Review

- 1) No work shall start without a fully executed contract or similar binding document such as purchase order, notice of award, or notice to proceed.
- 2) The desired outcome of this review is the best possible contract for Maricopa County.
- 3) Contract review should be conducted in conjunction with bid review
- 4) The capability to perform the work as required by the contract must be validated
- 5) Reviewer(s) should identify conflicts with company risk management policies and procedures.
- 6) Reviewer(s) should identify “high risk” contract language.
- 7) Reviewer must ensure compliance with approval matrix requirements for larger contracts or unusual contract terms
- 8) Establish a contract review checklist.
- 9) A review of all contracts for subcontractors is also required
- 10) Retain contract with all revisions and amendments so that information is on file for future use and reference

Project Manual

- 1) PM shall determine information required for the project manual and also determine information that will be required for manuals which are provided to other members of the project team. The PM’s “master” manual will be more extensive than manuals provided to ops manager, crew leaders, SSHO, QCM, etc.

- 2) The PM's manual should be readily available to the entire team
- 3) The manual should be customized to fit the structure needed for the project
- 4) Establish a checklist and/or format for project manual(s).
- 5) Ensure that members of the project team do not have conflicting information. All project manuals, job files, job books, etc. should have consistent accurate information

Customer Expectations

- 1) A primary goal of any project is to have a satisfied customer. We must deliver what we promise and take care to not "overpromise" or "under deliver"
- 2) Project team must understand what the customer(s) expects and plan the project performance to meet these expectations. Customers will differ in performance expectations and level of involvement in the project
- 3) Communicate openly with the customer(s) and ask questions so that expectations are clear
- 4) Recognize that a project could have multiple customers
- 5) Determine what is already known about customer
- 6) Be aware of special needs and incorporate these needs into the planning, production, and closeout phases of the project. If there is a team with good history, get assistance from them. Coordinate and communicate activities with the Maricopa County representative assigned.
- 7) Identify unrealistic or challenging expectations prior to job start-up and seek resolution or compromise. If a customer has an expectation that can't be met, communicate findings in writing.
- 8) Document key communications with the customer to ensure clarity of expectations
- 9) Ensure that the entire project team is aware of expectations

Budgets/Goals

- 1) Recognize that goals, unlike budgets, may go beyond financial considerations
- 2) Budgets and goals must be realistic, accurate, and clearly communicated. Ensure transparency for entire team
- 3) Team member accountability for meeting goals should be established as well as the process for monitoring budgets/goals vs. actual performance. Establish frequency and method of how budgets and goals will be monitored i.e. daily, weekly, etc.
- 4) Production team should be heavily involved in this part of the planning
- 5) Get "buy in" from entire team
- 6) Continue the brainstorming and discussion on value enhancements, cost saving ideas, and up-selling opportunities
- 7) Ensure that the initial budget is set up accurately
 - a. In many cases the initial budget shall be the original estimate
 - b. If the initial budget creates an improvement in expected margin, significant variances from the estimate used to obtain the job must be documented.
 - c. In no case, should the initial budget be adjusted to create a reduction in expected margin. These types of adjustments are to be made after the original estimate is entered as the budget. Such adjustments must be documented.
 - d. It is important to remember that the initial budget should always have supporting documentation
 - e. All adjustments to the budget (as well as actual results) should be communicated to the estimating department so that the information can be used to improve estimating practices

Safety and Quality Control Plans

- 1) The extent of these plans will vary in relationship to the size and complexity of the project
- 2) Team members should incorporate, customer safety requirements, and any special safety requirements of at jobsite
- 3) Incorporate project documents, customer expectations, and manufacturer's specifications into quality control plan as needed
- 4) Assess job-specific hazards and how to mitigate them
- 5) Establish accountability for team members and methods of monitoring plans throughout the project. Assign primary and secondary roles for plan compliance
- 6) Consider impact of safety and quality on financial performance, customer satisfaction, and other aspects of project performance
- 7) Determine how non-conformance will be reported and how corrective action will be initiated
- 8) Ensure that subcontractors understand and follow Safety and QC requirements.

Preconstruction Meeting and Site Meeting

- 1) A team meeting in advance of starting the job is extremely important
- 2) All parties responsible for project performance should attend meetings.
- 3) Include all members of customer's team as needed
- 4) In some cases the preconstruction meeting and site meeting can be combined, but in most cases it is best to have an "in-house" meeting before meeting with the customer(s)
- 5) Prior to site meeting, consider sending the customer(s) a kick-off letter introducing the project team and briefly describing the project.
- 6) Have defined agenda for the meeting.
- 7) Review all pertinent project information, plans, etc. that are available to this point
- 8) Continue the brainstorming and discussion on value enhancements, cost saving ideas, and up selling ideas
- 9) Address any unresolved issues such as RFI's, change orders, value engineering, special risks, potential problems, etc.
- 10) Document key issues of preconstruction meetings and distribute notes to participants.
- 11) Notes on these meetings should be included in the project manual

PHASE 2 – PRODUCTION | TASK ORDER ISSUED – NOTICE TO PROCEED

Communication

- 1) Good communication regarding safety is extremely important at this stage of the project
- 2) Good communication between the field and the office is critical. Identify requirements and processes for facilitating this communication.
- 3) Communication to and from the jobsite should be daily
- 4) Daily communication from the site should include hours and production notes as a minimum
- 5) In most cases direct hours should be entered into payroll system on a daily basis
- 6) Identify communication needs pertaining to jobsite deliveries and lead time requirements
- 7) Remember that the production team is the closest communication link to the customer once the work starts.
- 8) Ensure that all employees have a complete understanding of the customer's needs with regards to communication
- 9) All significant communication must be documented especially where it pertains to safety, changes, problems, delays, inspections, and potential risks
- 10) Follow up important verbal communication with electronic or written documentation

Project Progress Meetings

- 1) This section pertains to internal meetings for the OU
- 2) Progress meetings should be weekly or bi-monthly as a minimum
- 3) Identify who should attend meeting. Include subcontractors as necessary.
- 4) Prepare a meeting agenda
- 5) Project team shall determine content, frequency, and goal(s) of meetings.
- 6) The most important goal of the meeting is to address performance in relationship to the budget and determine an accurate cost-to-complete for the project. All adjustments to budget and cost-to-complete must be documented. Decisions not to adjust cost-to-complete must also be documented when it appears an adjustment may be warranted
- 7) Discuss any potential means of performance improvement
- 8) Conduct discussion about schedule for completion. Make changes to master schedule as necessary
- 9) Progress meetings can also be conducted at the site as needed, but changes to meeting content should be considered in such cases

Change Order Management

- 1) A full understanding of scope and contract are necessary to properly manage changes
- 2) All members of the project team should be vigilant for potential changes. Potential changes should be viewed as opportunities to better serve the customer, enhance project value, and improve profitability
- 3) Project estimator should communicate potential changes prior to job start
- 4) Identify need for unit prices or contingency allowances in the contract documents
- 5) Written authorization is required before proceeding with changes. Changes are urgent in nature and not preauthorized in writing will always be followed up with electronic or written documentation.
- 6) Communication and documentation are the keys to good change management.

- 7) Establish a process for internal communication of changes and for communication of changes to the customer. Process should also include documentation requirements
- 8) Prior to job start, ensure that all parties know the change order process
- 9) Identify which individuals can authorize change
- 10) Encourage value engineering and project upgrades whenever feasible
- 11) Enter changes to budgeted costs and contract amount into Navision as soon as possible

PHASE 3 – PROJECT CLOSEOUT | T/O SUCCESSFULLY COMPLETED

Communication

- 1) Identify the customer's requirements regarding closeout documents and procedures
- 2) Get customer feedback whenever possible and share it with the project team
- 3) Include other parties in closeout communications as necessary.

Timely and Thorough Closeout

- 1) Understand how a timely and professional closeout process can improve customer satisfaction and expedite final payment
- 2) Establish a closeout checklist for the project.
- 3) Coordinate closeout of these projects with the appropriate Maricopa County representative
- 4) In advance of the project closeout, establish a closeout timeline and communicate the timeline to all necessary parties
- 5) Conduct an internal final inspection prior to inspection by customer or other third parties
- 6) Use the closeout process to build and maintain the customer relationship

Post Job Review

- 1) Establish a post job review process and checklist.
- 2) Confirm that procedures were followed and goals were supported throughout the project
- 3) Analyze any significant fade and reasons behind it. Reasons should be documented
- 4) Emphasize accountability by reviewing performance of all key team members
- 5) Generate positive reinforcement when the review warrants it
- 6) Analyze feedback from customer

VALUE-ADDED SERVICES DESCRIPTION

Operational

1. **Interaction with Maricopa County:** upon award, Tecta America Arizona primary representatives will contact Maricopa County representatives to develop a mutually agreeable interaction plan.
2. **Performance and Management:** Tecta will self-perform most roofing and roof-related services, with only a small percentage of related work occasionally performed by subcontractors (i.e. demolition, painting, mechanical, electrical, plumbing, etc.). Tecta only contracts with subcontractors who are bonded, licensed and insured. All projects and subcontractors will be self-managed by Tecta.
3. **Purchase order forms:** all forms of purchase orders are accepted by Tecta. We will endeavor to make the purchasing process fit the customer's needs to the greatest extent possible.
4. **Credit Requirements:** for public entities credit checks are not typically required by Tecta. Should any exception to this occur, Tecta will gather the necessary information and cover any related expenses.
5. **Purchase order receipt:** Tecta will accept and receive purchase orders in any written format deemed appropriate by the customer. This can include but is not limited to hand delivery, courier service, mail, email, or fax. In emergency situations, Tecta will endeavor to accept verbal orders when followed promptly by written confirmation.
6. **Tax Exempt Forms:** if the entity and/or project is tax exempt, we will need proof of such exemption in order to avoid potential issues with the state comptroller's office.

7. **Invoicing of government entity:** At the preconstruction conference, invoicing procedures will be established in order to meet customer's needs. These procedures will be documented and provided to all involved parties. The typical process will include monthly pay requests for completed work submitted to the entity's project representative or business office. In some cases, invoices will be sent to project consultant or designer for approval prior to submission to entity. On short term projects, invoices for completed work will be typically submitted within 10 days of performance of work.
8. **Invoicing and payment options:** methods for payments are flexible and can be tailored to fit the customer's needs on a project by project basis. We have our own pay request forms which the customer is allowed to use, but can also utilize AIA forms or the customer's pay request form. Our typical payment terms are net 30 however, terms are negotiable depending on the customer's needs and the project involved. Can customer pay with credit card? We are able to process credit card payments.
9. **EFT payments:** Yes.
10. **Invoice timing:** as part of our project management process, project reviews are conducted weekly. One of the key agenda items for each review is verification of timely invoicing and payment receipts. Furthermore, we conduct month-end meetings to ensure that all work performed during the month has had a corresponding pay request issued. For service and repair work, invoices are typically sent within 5 business days of the performance of the work. This process is also checked weekly and monthly by our Service Department Manager.
11. **Cost Control Assistance:** a key principle contained in both the Tecta "Estimating Best Practices Guide" and the "Project Management Guide" is the importance of understanding the customer's needs and expectations. The customer's budgetary and financial constraints and needs are particularly important to us. These Tecta guides also stress the importance of our team generating value engineering ideas during all stages of the project.
12. **Examples of documented cost reduction results:** We provide our customers with a Preventative roof maintenance program (Cleaning , small repairs around pipes, vents, drains, etc. and removal of all debris) this type of program helps to extend the life of their roofs thus keeping the costs down to allow for budgeting of a new roof when needed.
13. **Service Improvement:** Tecta has implemented a project management guide to assist our team with ensuring quality service for our customers. We consider every project to be a chance to learn and improve. Through numerous corporate and local training programs, state of the art processes, support from regional management, interaction with state and national roofing associations, and support from the industry's leading manufacturers, we ensure that our employees are qualified and trained to provide best of class service.
14. **Locations of Work:** at this time we are only submitting prices for the State of Arizona; however, as a subsidiary of a national roofing company, we can provide services in most other states. The multiplier for out-of-state would vary considerably depending on location.
15. **Number of Employees:** currently our location has 60 full time employees.
16. **Number of Vehicles:** currently our location has 18 trucks.
17. **Processing of future changes and additions:** Tecta will be very flexible regarding changes and additions. Changes requested by Maricopa County or its members can typically be made within 7-10 business days. We are cognizant of the need to accommodate our customers as quickly and simply as possible.

Quality Control

1. **Error rate:** less than 4/10ths (.0035) of 1% for last 3 years.
2. **Responsibility for mistakes:** our quality control plan encompasses all employees; therefore, responsibility and accountability rests with all members of the project team.

3. **Handling of product defects:** notice of product defects are submitted to the product manufacturer immediately upon discovery. For most roofing products, replacement is available within a few days and sometimes the same day. In such situations we work closely with our trusted manufacturers and vendors to ensure timely resolution of issues related to product defects.
4. **Warranty:** Tecta America's standard warranty for workmanship is two years; however we often revise warranty terms and conditions to meet the requirements of the customer or project. We use materials provided by major manufacturers and the warranties for their products typically range from 5 years to 30 years depending on the product and type of installation.

Customer Service and Reporting

1. **Customer service department:** All customer service calls and requests will be written and scheduled with the Service manager with a 4 hour or sooner response time. All emergency leaks calls will have a 2 hour response time. Requests for emergency services will be given highest priority. We have a 24 hour response service for any emergency repairs if needed. Our business hours are Monday –Friday 6:30am to 5:00pm. For emergency repairs needed outside of our normal business hours or on Saturday or Sunday we have an emergency line available where someone is on call and available 24 hours a day.
2. **After hour's response:** Our service department is available 24 hours per day and can be reached at 623.251.2705 outside of regularly scheduled business hours. If repairs are needed after hours the service manager will contact a repair crew who is fully trained to handle the emergency. They will respond and access the situation. Repairs will be completed while on site unless the repairs needed are larger than can be taken care of at that time. The repair crew will complete a temporary patch and notify the service manager. The service manager will notify the contact with Maricopa County with what is needed to make a permanent repair.
3. **Technical assistance providers:** Our Operations Manager, Ron Smiley, is versed in most phases of roofing products. His direct line for inquires is 623.251.2703. Our Service Department Manager, John Rutherford, is versed in many phases of roofing with a specialty in the foam roofing department. John's direct line is 623.251.2709. Of course all of our project managers are also versed in all types of roofing products and can assist you with any questions also.

Additional Value Added Services

1. **National resources available:** as a member of the Nation's largest roofing company, Tecta Arizona has a large network of roofing professionals and roofing installers (over 2000 employees) to assist them if and when they are needed.
2. **Financial stability:** able to perform a large volume of projects and extremely large projects without negative impact to financial condition.
3. **Bonding capability:** Tecta America is able to bond a high volume of work as well as very large projects with our bond capacity at 5 Million per project and a 75 Million overall aggregate.
4. **Green Roofing Programs:** TectaGreen, TectaEco-Materials, and TectaDaylight: offers entities a vast array of sustainable environmentally friendly roofing solutions.
5. **Solar Capabilities:** TectaSolar; offers entities design services and financing assistance for ground-mounted and roof-mounted solar energy solutions.
6. **Communication:** Tecta prides itself on personable service to each and every one of our clients whether big or small. This allows us the ability to ensure the satisfaction of our clients.
7. **Safety:** Tecta takes safety very seriously. Our roofing crews have and follow a safety plan on every roof they go on. Each of our roofing crews take part in weekly safety meetings where they go over various topics, our safety manager tries to match the topics to the type of conditions the employees may face that week. The company has two or more company-wide safety days where everyone is expected to attend the

one day class reviewing different safety topics that affect each of them on a daily basis. Each one of our field employees have their 10 hour OSHA certifications and our superintendents and foreman have received their 30- hour OSHA certifications. Any new employees are put through the 10 hour class as soon as one becomes available.

Certificates

Tecta America Arizona is very involved with many associations including the Arizona Roofing Contractors Association, Western States Contractors Association, National Roofing Contractors Association, Building Owners & Managers Association, and Arizona Association of School Business Officials.

Tecta America Arizona is authorized to work with many different roofing manufacturers, including, but not limited to:

- Henry (Gold Seal Contractor)
- Firestone (Red Shield Roofing Applicator)
- FiberTite Roofing Systems
- Tamko Roofing Products, Inc
- GAF (Master Select Contractor)
- Johns Manville (Pinnacle Status)
- Gaco Western
- United Coatings
- Versico
- Polyglass
- KM Coatings Mfg., Inc
- Bitec
- The Garland Company, Inc
- Carlisle
- LaPolla

Chuck Chapman, President

Chuck Chapman began his professional roofing career with Bryant-Universal Roofers. Chuck was with the company for 10 years and ascended to the position of Commercial Estimating Manager before moving into his next role as partner and Vice President at Classic Roofing Inc. of Phoenix. During his 11 years with Classic Roofing, Chuck was the driving force behind growing the business from a 1.5 million dollar a year company to an 8 million dollar a year company. After spending 23 years in Arizona, Chuck moved back to the Twin Cities where he originally grew up, and joined Tecta America's Central Roofing Division. He was President at Central Roofing for five years before relocating back to Arizona to assume his current role.

During Chuck's 29 years in the roofing industry, he has dedicated himself to giving back to the roofing community. He has served on the Board of Directors of the Arizona Roofing Contractors Association from 1995-2005 and for two of those years he served as President. Chuck joined the Board of Directors of WSRCA in 2002 and is currently the immediate Past President of that group. Lastly, he has sat on the advisory boards of various material manufacturers.

Virgil Benesh, Vice President

Virgil began his roofing career in 1981 with D.C. Taylor Company in Cedar Rapids IA, as a sales representative. In the mid 1980's he implemented national account roofing programs with 3 of the major fast food chains, and developed processes for the profitable installation of small roofing projects nationwide. This work led to the formation of a separate division specifically geared towards this "Fast Track" work and his promotion to Division Manager.

In 1991 he moved to Mankato, MN to become Roofing Department Manager for Schwickert Inc. During his 19 years with Schwickerts, he managed the Mankato and Rochester MN offices, was instrumental in the growth of the roofing department from \$5 million to \$20 million in sales and was named Vice President and Director of Roofing Operations.

As part of a long-term family goal, Virgil transferred from Schwickerts (a Tecta America Company) to Tecta America Arizona in the summer of 2010. With his skills as an estimator, project manager, and operations manager, he is well suited to help Tecta America Arizona transition to a full service, quality contractor in the Arizona market.

During Virgil's 19 years in Minnesota, he was actively involved in a variety of community groups, serving as a Boy Scout board member, youth football and basketball coach and board member and President of the Mankato East High School Booster club.

Ron Smiley, Operations Manager

Ron started his roofing career with Riverside Roofing in Spokane, WA in 1980 as an apprentice where he gained his knowledge of all roofing aspects. Within 1 year he was placed in a Foreman's position. In 1986 he made a major move to Phoenix, AZ where he worked as a Foreman for Bryant Universal Roofing for 10 years. During this time he was the Apprenticeship Teacher for Roofing Local 135 for 4 years. Ron later moved to Centimark Roofing as a Foreman for 9 years and then became the Operations Manager in which he served the last 2 years of his employment with them. In August of 2008 he came to Tecta America Arizona to use his vast knowledge of various types of roofing systems and on-site safety coordination as the Safety Coordinator/Operations Manager.

Gary Woodcock, Estimator/Project Manager

Gary relocated to Arizona from Pennsylvania in 1982 and promptly took a job with a local residential roofing contractor. Gary started at the bottom as a laborer but quickly moved up through the ranks learning all about tile, shingles, built up and APP torch applied roofing. After a very short five years Gary was promoted to Foreman and held that position for 12 years.

In 1999 Gary moved on to Standard Roofing Co. where he was hired as a journeyman roofer and began to learn about the commercial industrial side of the business. As before, it took no time for Gary to be promoted to Foreman. Then came Gary's big move. In 2005 Gary was brought into the office and began his career as an Estimator and Project Manager which is the position he holds to this day.

Gary is one of the driving forces behind Tecta America Arizona's Service and Maintenance Department and his years of field experience make him an invaluable asset to Tecta AZ.

John Rutherford, Service Manager

John has 22 years of roofing experience to. 17 of those years were spent as an applicator on commercial and industrial facilities and the last 8 were spent managing polyurethane foam installations. John's experience and our state of the art equipment allow Tecta Arizona to install the finest in Polyurethane Foam roofing systems. In 2013 John moved over to the service department as the Service Manager. Managing service technicians in this department he insures that service repair work is completed including but not limited to blistering and cracking, broken or rusted flashing, leaking skylights, water standing on the roof more than 48 hours, water stains on ceiling tiles and roof damage caused when subcontractors are installing or servicing rooftop equipment. He manages planned and proposed services such as preventive maintenance (planned maintenance) including inspecting, cleaning, maintaining, and reporting any and all problems that may come up during the repairs or maintenance to the owner or responsible party.

John has worked very hard to maintain the very best for all our service customers by exceeded communication, and keeping your warranties valid and our customer's roof performing their best.

TECTA AMERICA ARIZONA, 6610 W. ORANGEWOOD AVE., GLENDALE, AZ 85301

PRICING SHEET: NIGP CODE 91066

Terms:	NET 30
Vendor Number:	2011005452 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending October 31, 2016.