SERIAL 16028 RFP ON CALL CONSTRUCTION MATERIAL TESTING AND SPECIAL INSPECTION (Contract – Speedie & Associates, Inc)

DATE OF LAST REVISION: May 25, 2016 CONTRACT END DATE: December 31, 2017

CONTRACT PERIOD THROUGH DECEMBER 31, 2017

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ON CALL CONSTRUCTION MATERIAL TESTING AND SPECIAL INSPECTION**

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 **December 10, 2015.**

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

LA/**jl**
Attach

Copy to: Office of Procurement Services
Don Jeffrey, Facilities Management
Christian Jonson, Facilities Management
Arno Liskinen, Facilities Management

(Please remove Serial 09046-S from your contract notebooks)

CONTRACT PURSUANT TO RFP

SERIAL 16028-RFP

This Contract is entered into this 10th day of December, 2015 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Speedie & Associates, Inc., an Arizona corporation ("Contractor") for the purchase of On Call Construction Material Testing and Special Inspection services.

1.0 CONTRACT TERM:

1.1 This Contract is for a term of two (2) years, beginning on the 10th day of December, 2015 and ending the 31st day of December, 2017.

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 three (3) additional 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 sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. 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 Payment shall be made upon the County's receipt of a properly completed invoice.

4.0 PROFIT MARGIN AND OVERHEAD CALCULATIONS:

4.1 Overhead must be all inclusive and include all "costs of doing business". The County will not pay separately for items such as, but not limited to warranty, project closeout, home office expense, personal safety equipment, safety personnel, unless safety personnel is specifically required for the Work being performed and approved by the County. The Contractor(s) agree the overhead shall be no more than 8% and Profit Margin shall be capped at 5%.

5.0 INVOICES:

5.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

5.2 Invoices are required to contain the following information:

- Company name, address and contact
- County bill-to name and contact information
- Building Name and Building Number
- County purchase order number
- Maximo (FMD) service call number
- Invoice number and date
- Date of service or delivery
- Description of Purchase (services performed)
- Pricing per Service
- Extended price
- Arrival and completion time
- Total Amount Due

5.2.1 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

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

5.2.3 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**).

5.2.4 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.

5.3 APPLICABLE TAXES:

5.3.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

5.3.2 State and Local Transaction Privilege Taxes: Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

5.3.3 Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold 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 Worker's Compensation.

5.4 TAX (SERVICES):

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

5.5 STRATEGIC ALLIANCE for VOLUME EXPENDITURES ($AVE):

5.5.1 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.

5.6 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

5.6.1 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

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 ten (10) days in advance.

7.0 DUTIES:

7.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

7.2 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.

8.0 TERMS and CONDITIONS:

8.1 INDEMNIFICATION:

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, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, 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, or destruction of tangible property, including loss of use resulting there from, 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, any one 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.

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.

Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

8.2 INSURANCE**:**

8.2.1 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.

8.2.2 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.

8.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

8.2.4 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.

8.2.5 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.

8.2.6 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.

8.2.7 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.

8.2.8 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, $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.

8.2.9 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 $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

8.2.10 Workers' Compensation:

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.
Contractor, its contractors and its subcontractors waive all rights against 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 contractors and its subcontractors pursuant to this Contract.

8.2.11 Errors and Omissions (Professional Liability) Insurance:

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella 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.

8.2.12 Certificate of Insurance:

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.

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.

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.

8.2.13 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 thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 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 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

8.3 REQUIREMENTS CONTRACT:

8.3.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

8.3.2 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, shipment of product prior to issuance of Purchase Order, etc.

8.3.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

8.4 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.

8.5 STOP WORK ORDER:

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 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 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

8.5.1 Cancel the stop-work order; or

8.5.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

8.5.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, 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.

8.6 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

8.7 TERMINATION FOR DEFAULT:

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

8.7.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

8.7.2 Make progress, so as to endanger performance of this contract; or

8.7.3 Perform any of the other provisions of this contract.

8.7.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

8.8 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.

8.9 INSPECTION OF SERVICES:

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:

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

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

8.10 CONTRACTOR LICENSE REQUIREMENT:

8.10.1 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.

8.10.2 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 posses 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.

8.11 SUBCONTRACTING:

8.11.1 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 project.

8.11.2 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 or the County has approved the increase. 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.

8.12 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.

8.13 ADDITIONS/DELETIONS OF SERVICE:

8.13.1 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.

8.13.2 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.

8.14 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.

8.15 RIGHTS IN DATA:

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.

8.16 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 may be viewed and downloaded at the Governor of the State of Arizona's website http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1 which 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.

8.17 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

8.17.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

8.17.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

8.17.1.2 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 statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

8.17.1.3 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

8.17.1.4 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.

8.17.2 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.

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

8.18.1 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.

8.18.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.20 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.

8.19 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:

8.19.1 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,

8.19.2 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.

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

8.20.1 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.

8.20.2 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.

8.20.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

8.21 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.

8.22 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.

8.23 PUBLIC RECORDS:

Under Arizona law, 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 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.

8.24 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.

8.25 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.

8.26 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

8.27 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

8.28 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.

8.29 INCORPORATION OF DOCUMENTS:

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

8.29.1 Exhibit A, Pricing

8.29.2 Exhibit B, Scope of Work

8.29.3 Exhibit D, Areas of Expertise

8.29.4 Exhibit E, Legal Worker Statement

8.29.5 Exhibit F, Selected Service Certification

8.29.6 Exhibit G, Non-Collusion Affidavit

8.29.7 Exhibit H, Facilities Management Requirements

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:

Speedie & Associates, Inc.
ATTN: Brett P. Creaser Sr. Vice Pres/CFO
3331 E. Wood St.
Phoenix, Arizona 85040

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

CONTRACTOR

SVP/CFO

AUTHORIZED SIGNATURE

BRETT OFEASER

PRINTED NAME AND TITLE

3331 E. WOOD ST. PHX AZ 85040

ADDRESS

12/9/15

DATE

MARICOPA COUNTY

CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

3/25/16

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

March 24, 2016

DATE

EXHIBIT A
PRICING

SERIAL 16028-RFP
NIGP CODE: 84571

RESPONDENT'S NAME:	Speedie & Associates, Inc.
COUNTY VENDOR NUMBER :	20110046460
ADDRESS:	3331 E. Wood St., Phoenix, AZ 85040
TELEPHONE NUMBER:	(602) 997-6391
ACSIMILE NUMBER:	(602) 943-5508
WEB SITE:	www.speedie.net
CONTACT (REPRESENTATIVE):	Brett P. Creaser Sr. Vice Pres/CFO
REPRESENTATIVE'S E-MAIL ADDRESS:	bcreaser@speedie.net

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PAYMENT TERMS.
[X] 1% 10 DAYS NET 30 DAYS

All rates and fees shall be held firm for the duration of the Agreement term. Contractor cannot propose costs greater than the rates and fees below for any Task Order issued as part of this Agreement.

Overhead must be all inclusive and include all "costs of doing business". The County will not pay separately for items such as, but not limited to warranty, project closeout, home office expense, personal safety equipment, safety personnel, unless safety personnel is specifically required for the Work being performed and approved by the County. The Contractor(s) agree the overhead shall be no more than 8% and Profit Margin shall be capped at 5%.

Profit Margin: 5 % **Overhead: 8 %**

1. On-call Construction Observation

a. Observation of earthwork, concrete, masonry and paving operations by Engineering Technician $40/ HR

2. Office Support -(If Required)

a. Project Manager $105/ HR
b. Project Engineer $95/ HR

3. Laboratory Fees

Soil and aggregate laboratory testing services:

Moisture/Density Curves	$100 /Ea
Sieve Analyses	$55/ Ea.
"R" Values	$283/ Ea.
Permeability	$275/ Ea.
Soil classification	$120/ Ea.

Concrete testing services:

Concrete slump tests	$0/Ea (Included in Tech. Time)
Mix design review	$50/Ea
Cylinder preparation and Compression tests	$15/Ea
Storing concrete cylinders	$0/Day

Masonry services:

Preparing grout prism and mortar cylinder samples	$0/Ea (Included in Tech. Time)
Storing grout and mortar samples	$0/Day (Included in Tech. Time)
Compression tests for:	
Grout and mortar samples	$15/ Ea.
CMU blocks	$125/ Ea.
Masonry cores	$35/ Ea.

Asphaltic concrete services:

Unit weights of compacted asphaltic concrete	$25/ Ea.
Extraction gradations	$420/ Ea.
Marshal Density with Stability & Flow	$150/ Ea.
Consistency, settlement or set time tests (Emulsions)	N/A/ Ea.

Reinforcing and structural steel services:

Tensile test	N/A/ Ea.
Bend test	N/A/ Ea.
Weldment testing and inspection services	$70/ Hr.
Bolt, nut or washer hardness or load tests	N/A/ Ea.
Paint and coatings thickness testing (Holiday)	$70/ Ea. Per hour
Testing and inspection of spray applied fireproofing on structural steel	$70/ Hr.
Roof core sampling and testing of existing roofing systems	$200/ Ea.

NOTE: Other tests and specialty inspections negotiated on an as needed basis.

EXHIBIT B
SCOPE OF WORK

Maricopa County intends to enter into an agreement with one or more qualified Testing and Inspection Consultants. The firms will be on call basis, and may be called upon to provide services and/or products regarding a specific matter according to the terms fixed by the agreement.

Specific projects will be awarded by Task Orders. Vendors will be notified when need or work arises, and they will be given time to respond to the Task Order (Projects) with their proposed work plan, staff and price. The vendor that best meets the need of the county will be awarded the Task Order.
Award of this contract does not guarantee award of any Task Order.

The Contract will be broken out into Categories of service for which a vendor may be assigned to one or more Categories. Qualifications for each are found in Section 2.0.

The county reserves the right to select any qualified vendor or vendors (County reserves the right to assign more than one vendor to one Task Order if in the best interest of the County), under this contract for Task Orders estimated to be less than $25,000 without competition among the awarded vendors. In those cases where a project is awarded under this $25,000 threshold and subsequently requires additional services and/or scope changes the County will have the right to increase the Task Order cost and scope to ensure project continuity at the County's sole discretion. Task orders shall be priced in accordance with instructions on the pricing page.

The selected firm(s) shall be fully independent of any construction material supplier or manufacturer and shall act solely in the best interest of Maricopa County.

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.

Statements of Qualification will be considered for the full range of on-call construction material testing and special inspection related to the needs of county government, including, *but not limited to*:

1.0 Field sampling, inspection and testing such as, but not limited to:
- 1.1 Concrete batch plant inspection.
- 1.2 Asphaltic concrete placement inspection.
- 1.3 Nondestructive testing.

2.0 Soil and aggregate laboratory testing services such as, but not limited to:
- 2.1 Moisture/Density Curves.
- 2.2 Sieve Analyses.
- 2.3 "R" Values.
- 2.4 Permeability.
- 2.5 Soil classification.

3.0 Concrete testing services such as, but not limited to:
- 3.1 Concrete slump tests.
- 3.2 Preparing concrete cylinder samples.
- 3.3 Mix design review.
- 3.4 Compression tests.
- 3.5 Storing concrete cylinders.

4.0 Masonry services such as, but not limited to:
- 4.1 Preparing grout prism and mortar cylinder samples.
- 4.2 Storing grout and mortar samples.
- 4.3 Performing compression tests for:
  - Grout and mortar samples.

- Concrete blocks.
- Masonry and concrete cores.

4.4 Asphaltic concrete services such as, but not limited to:
- Unit weights of compacted asphaltic concrete.
- Extraction gradations.
- Stabilometer value.
- Consistency, settlement or set time tests.

4.5 Reinforcing and structural steel services such as, but not limited to:
- Mill certification.
- Tensile test.
- Bend test.
- Weldment testing and inspection services.
- Bolt, nut or washer hardness or load tests.

5.0 Coring services

6.0 Paint and coatings thickness testing (Holiday)

7.0 Testing and inspection of spray applied fireproofing on structural steel

8.0 Roof core sampling and testing of existing roofing systems and installations on County owned buildings including the following types and applications:
- Built-up roofing hot applied and cold applied
- Modified bitumen built-ups APP & SBS and variations thereof
- Single-ply roofing including CSPE, EPDM, PVC, TPA and variations thereof
- Sprayed-in-place polyurethane foam
- Asphaltic shingle
- Clay/concrete tile
- Architectural and standing seam metal systems
- Fluid applied
- Coating systems
- Caulking systems

Registration/Qualifications:

All firms engaged in services for Maricopa County shall possess active registrations with either the Board of Technical Registration or the Registrar of Contractors in the State of Arizona for the types of work indicated on Attachment 4. Each proposing firm must have at least one qualified (registered) person to direct the work at the time the proposing firm submits its Proposal and throughout the contracting period.

Licensure:

The successful Proposer will be required to have an office in the State of Arizona. If one does not already exist, the selected firm shall establish an office in Arizona within 30 days after the date of Owner's letter of intent to award contract. An office within the state is evidenced by a mailing address, telephone number, payment of utilities, registration with the Corporation Commission, and possession of appropriate business licenses.

Ownership of Project(s):

The Maricopa County Facilities Management Department (FMD) shall serve as the Owner of the Project(s) assigned to the Consultant with the sole and exclusive authority for all decisions related to the work. The Consultant shall act solely on behalf of the FMD and in the best interests of the County. The Consultant shall act independently of any construction material supplier or contractor. The Director of the Facilities Management Department will assign a Project Manager who shall serve as the Owner's Representative throughout the work and have the full authority to make decisions related to the work.

Communication:

ALL communication pertaining to the work shall be communicated directly to the Owner's Representative. Direct or indirect communication between the Consultant and the County end user or other County departments is strictly prohibited without the prior knowledge and consent of the Owner's Representative. Violations of this requirement shall not be tolerated and will be considered grounds for termination of any agreement.

EXHIBIT D
AREAS OF EXPERTISE

Respondents shall indicate on the areas of expertise they meet in the Requirements section 2.1.1 – 2.1.10.10

COMPANY NAME: Speedie & Associates, Inc.

AREAS OF EXPERTISE	**YES/NO**
Field Sampling, Inspection and Testing (2.1.1 - 2.1.1.3)	**YES**
Soil and Aggregate Laboratory Testing service (2.1.2 - 2.1.2.5)	**YES**
Concrete Testing Services (2.1.3 – 2.1.3.5)	**YES**
Masonry Services (2.1.4 – 2.1.4.3.3)	**YES**
Asphaltic Concrete Services (2.1.5 – 2.1.5.4)	**YES**
Reinforcing and Structural Steel Services (2.1.6 – 2.1.6.5)	**YES**
Coring Services (2.1.7)	**YES**
Paint and Coating Thickness Testing (Holiday)	**YES**
Testing and Inspection of Spray applied Fireproofing on Structural Steel (2.1.9)	**YES**
Roof Core Sampling and Testing of Existing Roofing Systems and Installations On County Owned buildings (2.1.10 – 2.1.10.10) **(*2.1.6.4)**	**Y***

EXHIBIT E
LEGAL WORKER STATEMENT

October 1, 20015
(Date)

Mari copa County
Office of Procurement Services
320 W. Li ncoln St. (2nd Floor)
Phoeni x, Arizona 85003

As requi red by Arizona Revised Statutes §41-440 I, Ma ricopa County (the "Coun ty") is prohi bited, after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-2 14-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall veri ty, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibi lity of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-su bcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any su bcontractor or sub-subcontractor under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by the County. The County retains the right to inspect the records of the below entity, subcont ractor and s ub-subcontractor employee wh o performs work under the Contract, and to cond uct random verification of the em ployment records of the below entity and any subcontractor and sub-subcon t ractor who works on the Contract, to ensure that the below entity and each subcontractor and sub-subcontractor is complying with the warra nties set forth above.

Speedie & Associaties, Inc.	3331 E. Wood St.
(Firm)	(Address Line I)
Brett P. Creaser, PE	Phoenix, Arizona 85040
(Print Name)	(Add ress Line 2)
Sr. Vice PresidenVCFO	(602) 997-6391
(Print Title)	(Phone)
	(602) 943-5508
(Signatu re Required)	(Fax)
bcreaser@ speedie.net	86-0391614
(Email Address)	(Federal Taxpayer ID Number)

EXHIBIT F
SELECTED SERVICES CERTIFICATION

On behalf of Speedie & Associates, Inc., I submit that the named firm is applying for the marked engineering fields listed below. I further certify that those fields of engineering are provided by the named firm in-house and are not supplied by the use of outside sub-consultants. I further submit and certify that my firm has the appropriate licenses and registrations as required under Arizona Statute.

FIELD	PROVIDED (X)	FIELD	PROVIDED (X)
Field Sampling, Inspection and Testing (2.1.1 - 2.1.1.3)	✓	Coring Services (2.1.7)	✓
Soil and Aggregate Laboratory Testing service (2.1.2 - 2.1.2.5)	✓	Paint and Coating Thickness Testing (Holiday)	✓
Concrete Testing Services (2.1.3 – 2.1.3.5)	✓	Testing and Inspection of Spray applied Fireproofing on Structural Steel (2.1.9)	✓
Masonry Services (2.1.4 – 2.1.4.3.3)	✓	Roof Core Sampling and Testing of Existing Roofing Systems and Installations On County Owned buildings (2.1.10 – 2.1.10.10)	✓
Asphaltic Concrete Services (2.1.5 – 2.1.5.4)	✓		
Reinforcing and Structural Steel Services (2.1.6 – 2.1.6.5) (*2.1.6.4)	✓ *		

Signature

Sr. Vice President/CFO
Title

Brett P. Creaser, PE
Printed

October 1, 2015
Date

EXHIBIT G
NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA)
)§
COUNTY OF MARICOPA)

Brett P. Creaser, PE being first duly sworn deposes and says:

That he is Sr. Vice President/CFO of Speedie & Associates, Inc.
(Title) (Name of Business)

bidding on for the construction of **On-call Construction Materials Testing and Special Inspections** in the County of Maricopa, State of Arizona.

That, in connection with the above-mentioned project, neither he, nor anyone associated with the aforesaid business, has, directly or indirectly, participated in any collusion, entered into any contract, combination, conspiracy or other act in restraint of trade or commerce in violation of the provisions of A.R.S. § 34-251, Article 4, as amended.

(Signature of Affiant)

Subscribed and sworn to before me this October day of 1, 2015.

My Commission Expires: L Estes

OFFICIAL SEAL
LILA ESTES
Notary Public - Arizona
MARICOPA COUNTY
My Commission Expires
MARCH 30, 2019

(Notary Public)

EXHIBIT H
FACILITIES MANAGEMENT REQUIREMENTS

1.0 HOURS OF SERVICE:

1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.

1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.

1.3 WEEKENDS are anytime Saturday or, Sunday.

1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).

1.5 Services shall be available 24/7, 365 days per year.

1.6 Contractor shall provide 24/7; 365 days per year telephone access, and respond to a call for services within thirty (30) minutes of receipt.

2.0 RESPONSE TIMES:

2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall respond on-site within four (4) hours of receipt of a service request.

2.2 If the request is designated by the County as an EMERGENCY, the contractor shall respond on-site within two hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY.

3.0 TRIP CHARGE:

Trip charges are permitted when time and material work is requested at the following sites only:

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

3.2 County offices located in Gila Bend, AZ

3.3 County offices located in Buckeye, AZ

3.4 County offices located in Aguila, AZ

3.5 Only one trip charge may be charged per service call.

3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge. The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

4.0 CONTRACTOR REQUIREMENTS:

4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.

4.2 The Contractor’s service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.

4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.

4.4 All employees of the Contractor shall wear a company uniform identified with the company name consisting of a minimum of one of the following:

4.4.1 Shirt/blouse
4.4.2 Vest
4.4.3 Cap

4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.

4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.

5.0 BUILDING SECURITY (KEYS):

5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:

5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.

5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.

5.4 .The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.

5.5 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.

6.0 SALVAGE:

Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.

7.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.

8.0 PROJECT WORK:

Inquiries may be submitted by telephone or at the time of walk through but must be followed up in writing. No oral communication is binding on Maricopa County. Any changes to the original specification must be acknowledged in writing as part of the response to the solicitation/quote.

AMENDMENT No. 1

To

SERIAL 16028-RFP , ON CALL CONSTRUCTION MATERIAL TESTING AND SPECIAL INSPECTION

Between

SPEEDIE & ASSOCIATES, INC.
&
MARICOPA COUNTY, ARIZONA

WHEREAS, Maricopa County, Arizona ("County") and Speedie & Associates, Inc. ("Contractor") have entered into a Contract for the purchase of On call Construction Material and Special Inspection, dated December 10, 2015 ("Agreement") County Contract No: 16028-RFP.

WHEREAS, County and Speedie & Associates, Inc. have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The County in agreement with the Contractor shall amend the contract to add the Intent from the solicitation to the contract's Exhibit B (Scope of Work).

Please see below for the revisions:

EXHIBIT B
SCOPE OF WORK

Maricopa County intends to enter into an agreement with one or more qualified Testing and Inspection Consultants. The firms will be on call basis, and may be called upon to provide services and/or products regarding a specific matter according to the terms fixed by the agreement.

Specific projects will be awarded by Task Orders. Vendors will be notified when need or work arises, and they will be given time to respond to the Task Order (Projects) with their proposed work plan, staff and price. The vendor that best meets the need of the county will be awarded the Task Order. Award of this contract does not guarantee award of any Task Order.

The Contract will be broken out into Categories of service for which a vendor may be assigned to one or more Categories. Qualifications for each are found in Section 2.0.

The county reserves the right to select any qualified vendor or vendors (County reserves the right to assign more than one vendor to one Task Order if in the best interest of the County), under this contract for Task Orders estimated to be less than $25,000 without competition among the awarded vendors. In those cases where a project is awarded under this $25,000 threshold and subsequently requires additional services and/or scope changes the County will have the right to increase the Task Order cost and scope to ensure project continuity at the County's sole discretion. Task orders shall be priced in accordance with instructions on the pricing page.

The selected firm(s) shall be fully independent of any construction material supplier or manufacturer and shall act solely in the best interest of Maricopa County.

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.

ALL OTHER TERMS AND CONDITION REMAIN UNCHANGED

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when executed by Maricopa County Office of Procurement Services.

Speedie & Associates, Inc.

Authorized Signature

BRETT P [illegible], CFO

Printed Name and Title

SPEEDIE + ASSOCIATES, 3331 E. WOOD ST. PHOENIX AZ

Address

5/4/16

Date

MARICOPA COUNTY:

Chief Procurement Officer

5/17/16

Date

SPEEDIE & ASSOCIATES, INC., 3331 E. WOOD ST., PHOENIX, AZ 85040

PRICING SHEET: NIGP CODE 84571, 90783, 91888, 96145, 96148, 99234 and 99236

Terms:	1% 10 Days Net 30 Days
Vendor Number:	2011004646 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending **December 31, 2017.**