



**The Humboldt Schools.**  
*Motivating achievement since 1906.*

## GOVERNING BOARD MEETING

Tuesday, July 13, 2021

HUSD Transportation Training Facility  
6411 N Robert Road (bldg. 500)  
Prescott Valley, AZ

**Regular Session @ 6:30**

### **Official Copy**

Mr. John Pothast, Superintendent

Richard Adler, President  
Paul Ruwald, Vice President  
Suzie Roth, Member  
Ryan Gray, Member  
Corey Christians, Member

POSTED  
7-9-2021  
5:00 p.m.

## HUMBOLDT UNIFIED SCHOOL DISTRICT #22

*"To provide a comprehensive, world-class education for all students"*

### NOTICE OF COMBINED PUBLIC MEETING AND EXECUTIVE SESSION OF THE GOVERNING BOARD OF EDUCATION

Notice is hereby given that the Governing Board of the Humboldt Unified School District #22 will convene during a meeting open to the public on **July 13, 2021**, at **Transportation Training Facility**, located at **6411 N Robert Road, Prescott Valley, Arizona**. This meeting will also be **live-streamed**, as we begin our transition back to the traditional in-person only meetings.

**\*\* ATTENDEES ARE ENCOURAGED TO WEAR A FACEMASK \*\***

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- Members of the HUSD Governing Board who are not able to attend in person may participate via an electronic medium.
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- Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting Samantha Bartmus at (928)759-5007 or [samantha.bartmus@humboldtunified.com](mailto:samantha.bartmus@humboldtunified.com). Requests should be made as early as possible to arrange the accommodation.
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#### AGENDA

#### **6:30 PM PUBLIC HEARING**

A public hearing will be held to discuss the annual budget for 2021-2022. Those members of the public wishing to speak to this item must submit a Public Participation Card. When called upon please come to the podium, state your name and speak into the microphone so that your comments may be properly recorded.

#### **REGULAR SESSION IMMEDIATELY FOLLOWING THE PUBLIC HEARING**

1. **WELCOME AND CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE/FLAG CEREMONY**
3. **ROLL CALL**
4. **AGENDA REVIEW/ACCEPT**
5. **CURRENT EVENTS**
  - A. Board
  - B. Superintendent

6. **CELEBRATING SUCCESSES**

Pages 1-4      A. HUSD VIPs  
SSO – Heather Riggs

**7. PUBLIC PARTICIPATION**

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**8. CONSENT ITEMS**

This section includes approval of items such as minutes, routine warrants, purchase orders, travel claims, employee leave requests, employee transfer requests and resignations, gifts to the District, and student and/or staff travel. Documentation concerning the matters on the Consent Agenda may be reviewed at the District office. Upon the request of a Board member, a topic on the Consent Agenda may be removed from this segment of the meeting and discussed as a Regular Agenda item.

Pages 5-12 **A.** Governing Board Meeting Minutes of June 8 & June 29, 2021 (audio recording is posted on the District's website at [www.humboldtunified.com](http://www.humboldtunified.com))

Pages 13-16 **B.** Personnel Recommendations

Pages 17-143 **C.** Financial/Business  
1. Approval of Accounts Payable voucher(s) in the amount of \$ 666,793.36  
2. Approval of Payroll voucher(s) in the amount of \$ 1,125,100.56

Pages 144-151 **D.** Monthly Budget Report

Pages 152-155 **E.** Monthly Student Activities Report

Pages 156-159 **F.** Request for approval to authorize signers for HUSD bank accounts.

Pages 160-171 **G.** Request for approval for renewal of MOU with Yavapai Community Hospital Association for Health Care Services.

Pages 172-177 **H.** Request for approval to dispose of outdated CTE Equipment.

Pages 178-181 **I.** Request for approval of the AIA Declaration regarding membership.

Pages 182-183 **J.** Request for approval to use HomeTown Ticketing for digital ticketing for BMHS sport events.

Pages 184-195 **K.** Request for approval for renewal of IGA with Chino Valley Unified School District for special education services.

Pages 196-199 **L.** Request for approval of 2021-2022 Qualified Evaluators.

Pages 200-201 **M.** Gifts and donation

**9. DISCUSSION ITEMS (*no action will be taken*)**

Pages 202-203 **A.** Humboldt Unified School District's Pandemic Update

**10. ACTION**

Pages 204-271 **A.** Request for approval to award contract for the Bradshaw Mountain Middle School roof replacement project.

Pages 272-297 **B.** Request for approval of the Supplemental Labor Partnership with ABM.

- Pages 298-321 **C.** Request for approval of a Property Exchange MOA with Granville Development Company.
- Pages 322-337 **D.** 2021-22 FY Budget Adoption
- Pages 338-339 **E.** Request to reinstate Policy IC – School Year.
- Pages 340-353 **F.** Request for approval for renewal of IGA with the Town of Prescott Valley for the access to resources.

**11. ANNOUNCEMENTS**

**A.** Next Scheduled Board Meetings are:

August 10, 2021	6:30 PM	Regular Meeting	@ Transportation Building
September 14, 2021	6:30 PM	Regular Meeting	@ TBD
October 5, 2021	6:30 PM	Regular Meeting	@ TBD

**12. ADJOURNMENT**

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# CELEBRATING SUCCESSES

## Item 6

SSO VIP – Heather Riggs

**HUMBOLDT UNIFIED SCHOOL DISTRICT**

TO:	Humboldt Unified School District Governing Board	Item # <u>6A</u>
FROM:	Patty Bitsilly, Director of Special Services	Reading X
DATE:	July 13, 2021	Discuss
SUBJECT:	VIP of the Month	Action Consent
<hr/>		
OBJECTIVE:	Goal #4 To Attract and Retain Highly Effective Employees	

**SUPPORTING DATA**

The Special Services Department would like to recognize Heather Riggs as the HUSD VIP for the month of July 2021.

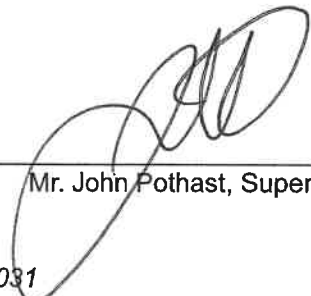
**SUMMARY & RECOMMENDATION**

This is a discussion item only.

**Sample Motion**

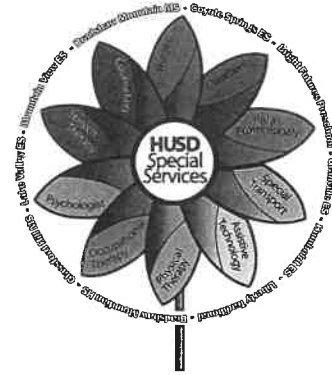
This is a discussion item only.

Approved for transmittal to the Governing Board:

  
\_\_\_\_\_  
Mr. John Pothast, Superintendent

*Questions should be directed to: Patty Bitsilly, 759-4031*

**Special Service Office**  
**Humboldt Unified School District**  
**6411 North Robert Road**  
**Prescott Valley, Arizona 86314**  
**928-759-4040**



July 13, 2021

Submitted by Patty Bitsilly, Executive Director of Special Services

It is my pleasure to nominate Heather Riggs for the Humboldt Unified Special Services VIP for July 2021. Heather has been a devoted and loyal member of the Humboldt Unified School District since 1999. She first worked in the Transportation Department for most of that time and joined the Special Services team in 2017 as the Special Services Administrative Secretary.

Over the last few years, Heather and I have worked closely together on numerous projects and the day to day operations of the Special Services Department. When Heather joined the department, the team quickly commented on how friendly the office felt and how Heather brought a lighthearted feel to an office whose daily operations can be heavy at times. Since that first year, Heather has implemented several processes that allow the office to run more smoothly and keep my tasks on track, too.

Mrs. Riggs also acts as the unofficial Special Services Accounting Clerk. In an office responsible for purchasing specialized equipment for students with disabilities across the district, she is often working on the laborious procurement process, quoting items from vendors and trying to find what we need for a student. This is a time consuming task to say the least, but Heather handles it without issue.

This past year, when the district closed its office doors due to the pandemic, Heather and I quickly had to change the way almost everything operated, as did the rest of the district. While I was balancing two school age kids, changing the way an office ran, Heather was a constant source of support and guidance. We checked in with one another several times a day, sometimes in my front yard. She continued to keep the office on track from home, when everything seemed upside down and she did it with a laugh and a smile.

In addition to keeping a complex office environment running smoothly, she is a kind, humble, generous, and helpful person. She answers questions throughout the day with patience, answers the phones, completes the tasks of the administrative secretary and the accounting clerk, asks how she can help whenever she sees a need and does it all with kindness. We are so thankful she is a part of the Special Services team!

It is my honor to nominate Heather Riggs for the Special Services VIP for July 2021.



# CONSENT

## Item 8A.

### Minutes

June 8, 2021 & June 29, 2021

(Audio minutes are available on the district website)

POSTED  
6-7-2021  
5:00 p.m.

**HUMBOLDT UNIFIED SCHOOL DISTRICT #22**  
*"To provide a comprehensive, world-class education for all students"*

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GOVERNING BOARD OF EDUCATION**

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**AGENDA**

**6:30 REGULAR SESSION**

- 00:08 1. **WELCOME AND CALL TO ORDER**
- 00:30 2. **PLEDGE OF ALLEGIANCE/FLAG CEREMONY**
- 00:55 3. **ROLL CALL**  
*Corey Christians Absent*
- 01:16 4. **AGENDA REVIEW/ACCEPT**  
*Agenda accepted unanimously as amended*  
*Consent B of Personnel – Resignation of Susan Funston resignation date of 6-8-21*
- 02:08 5. **CURRENT EVENTS**  
A. Board  
B. Superintendent
6. **CELEBRATING SUCCESSES**  
Pages 1-8 A. HUSD VIPs  
06:40 Food & Nutrition – Bright Futures Kitchen Staff  
12:40 District Office Finance – Ruthann Atherton  
18:15 IT Department – Scott Terry

- 24:25**      **B. Recognition of Outgoing Administrators**  
Dr. Rob Bueche – Executive Director of Educational Services & Federal Programs  
Patrick Keeling – Director of IT

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**33:57 8. CONSENT ITEMS**

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- Pages 9-12      **A. Governing Board Meeting Minutes of May 11, 2021** (audio recording is posted on the District's website at [www.humboldtunified.com](http://www.humboldtunified.com))

- Pages 13-18      **B. Personnel Recommendations**

- Pages 19-170      **C. Financial/Business**

1. Approval of Accounts Payable voucher(s) in the amount of \$ 2,479,039.34
2. Approval of Payroll voucher(s) in the amount of \$ 1,533,645.87

- Pages 171-178      **D. Monthly Budget Report**

- Pages 179-182      **E. Monthly Student Activities Report**

- Pages 183-186      **F. Request for ratification of expenditures for Contracts, Work Agreements and supplementals for March 2021.**

- Pages 187-192      **G. Request for approval of the 2021-2022 Stipend Schedule.**

- Pages 193-196      **H. Request for approval of M&O budget for 2021-22 fiscal year.**

- Pages 197-202      **I. Approval of HUSD Supplemental Wage Schedule for the 2021-22 fiscal year.**

- Pages 203-216      **J. Request for approval for renewal of partnership with Yavapai County Educational Service Agency in Conjunction with Educational Services, Inc to provide Substitute Consolidation Services.**

- Pages 217-224      **K. Request for approval for renewal of IGA between HUSD and the Town of Prescott Valley for a School Resource Officer at BMHS.**

- Pages 225-242      **L. Request for approval for renewal of agreement between HUSD and Good Samaritan Society.**

- Pages 243-246      **M. Request for approval of Waiver of Conflict of Interest regarding agreements with Yavapai County.**

- Pages 247-250 **N.** Request for approval to authorize the HUSD Governing Board to sign payroll and accounts payable vouchers for 2021-22 fiscal year.
- Pages 251-256 **O.** Request for approval for a second amendment for online registration to the current Synergy SIS software agreement.
- Pages 257-264 **P.** Request for approval to renew the agreement with ASCEND for the 2021-22 fiscal year.
- Pages 265-270 **Q.** Request for approval for renewal of agreement between HUSD and Mingus Mountain Estate Residential Center Inc. (MMERCI)
- Pages 271-272 **R.** Request for approval to dispose of obsolete library books.
- Pages 273-274 **S.** Request for approval to appoint Kathleen Montierth to serve as the Student Activities and Auxiliary Treasurer.
- Pages 275-278 **T.** Request for approval for the Sole Source Vendors for the 2021-22 fiscal year.
- Pages 279-280 **U.** Gifts and donation  
***Consent passed unanimously***  
***Suzie Roth abstained from Consent Item R***

- 9. DISCUSSION ITEMS (no action will be taken)**
- 35:28 A.** Meet and Confer Committee Work Update
- 41:30 B.** Potential Supplemental Labor Partnership with ABM.
- 1:04:02 C.** Humboldt Unified School District's Pandemic Update
- 10. ACTION**
- 1:18:13 A.** Policy Update as Recommended by Meet and Confer – GCBA Professional Staff Salary Schedules.  
***Passed Unanimously – Motion to approve the policy updated by meet and confer to add the professional stepless salary as a regulation to Policy GCBA – Professional Staff Salary.***
- 1:33:46 B.** Request for approval to adopt new AP Biology Textbooks.  
***Passed Unanimously***
- 1:43:26 C.** Request for approval for adoption of new Universal Screener, FastBridge.  
***Passed Unanimously***
- 1:58:29 D.** Request for approval of Staff Raises and One-Time ESSER Bonus Pay.  
***Passed Unanimously***
- 2:04:32 E.** 2021-22 FY Proposed Budget.  
***Passed Unanimously***
- 11. Personnel**
- 2:07:21 A.** Discussion and possible action to approve the hiring of new Executive Director of Educational Services & Federal Programs  
***Passed Unanimously***
- 2:10:55 B.** Discussion and possible action to approve the hiring of new Coyote Springs Elementary School Principal  
***Passed Unanimously***
- 2:14:54 C.** Discussion and possible action to approve the hiring of new Glassford Hill Middle School Principal  
***Passed Unanimously***



**2:18:04 12. ANNOUNCEMENTS****A. Next Scheduled Board Meetings are:**

June 29, 2021	6:30 PM	Special Meeting	@ Transportation Building
July 13, 2021	6:30 PM	Regular Meeting	@ Transportation Building
August 10, 2021	6:30 PM	Regular Meeting	@ Transportation Building
September 14, 2021	6:30 PM	Regular Meeting	@ TBD

**2:19:44 13. ADJOURNMENT**

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POSTED  
6-28-2021  
5:00 p.m.

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### AGENDA

#### 6:30 SPECIAL SESSION

- 00:25    1.        **WELCOME AND CALL TO ORDER**
- 00:29    2.        **PLEDGE OF ALLEGIANCE/FLAG CEREMONY**
- 00:50    3.        **ROLL CALL**  
             *ALL PRESENT*
- 1:00     4.        **AGENDA REVIEW/ACCEPT**  
             *ACCEPTED UNANIMOUSLY*
- 1:24     5.        **CONSENT**  
             A. Request for approval to renew the Intergovernmental Agreement (IGA) with Yavapai College for dual credit courses offered at Bradshaw Mountain High School for the 2021-22 school year.  
             ***Consent Passed Unanimously 4-0***  
             ***Ryan Gray abstained from 5A***
- 2:40     6.        **DISCUSSION ITEMS (no action will be taken)**  
Pages 21-30    A. Discussion of the Humboldt Unified School District Governing Board Self Evaluation
7.        **PERSONNEL**

- 1:38:55      **A.** Discussion and possible action to approve the hiring of new Director of Informational Services  
***Passed Unanimously***
- 1:42:24      **B.** Discussion and possible action to approve the hiring of new Granville Elementary School Principal  
***Passed Unanimously***
- 1:49:00      **\*C.** Discussion and possible action regarding the payment of the second half of Superintendent Pothast's performance pay for the 2020-21 school year.  
[Possible executive session pursuant to A.R.S. § 38-431.03 (A)(1) (Personnel)]  
***Passed Unanimously***

1:50:25 **8. ANNOUNCEMENTS**

**A.** Next Scheduled Board Meetings are:

July 13, 2021	6:30 PM	Regular Meeting	@ Transportation Building
August 10, 2021	6:30 PM	Regular Meeting	@ Transportation Building
September 14, 2021	6:30 PM	Regular Meeting	@ TBD

1:51:10 **9. ADJOURNMENT**

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# CONSENT

## Item 8B.

### Personnel Recommendations

**HUMBOLDT UNIFIED SCHOOL DISTRICT #22**  
**PERSONNEL DEPARTMENT**  
**Personnel Consent Agenda for Board Meeting on July 13, 2021**

**A. RESIGNATIONS/MATERNITY LEAVES/LEAVES OF ABSENCE/OTHER**

Certified Staff

1. Randi McDonough - SpED Teacher @ MVES (FMLA 7/28/21 TO 10/27/21)
2. Matthew Mraz - Science Teacher @ GHMS (5/21/21)
3. Dustin Shideler - PE Teacher @ CSES/GES (6/8/21)
4. Jon Vick - Social Studies Teacher @ BMHS (7/1/21)

Classified Staff

1. Carla Cordero - Attendance Secretary @ HES (5/27/21)
2. Kristina Davis Thompson - AD Secretary @ BMHS (7/16/21)
3. Michael Hungerford - Custodian @ BMHS (6/22/21)
4. Michael Peek - Custodian @ GHMS (7/2/21)
5. Woodrow Stallard - Custodian @ BMHS (6/7/21)
6. Josh Warner - Bus Driver @ Transportation (6/18/21)
7. Jeff Wing - Network Administrator (6/23/21)
8. Alexandra Wisma - Title 1 Aide @ MVES (6/22/21)

Substitute + Staff

- 1.

**B. EMPLOYMENT OFFERS** *(Employment offer is subject to acceptable background/fingerprint checks.)*

Certified Staff

1. Kenneth Bennett - 1st Grade Teacher @ CSES (replaces Kori Huibregtse)
2. Seth Cooper - 6th Grade Teacher @ LTS (replaces Jessica Fadgen)
3. Sandra Owens - SpED Teacher @ BFPS (replaces Lisa Grell)
4. Charissa Ozaltin - Math Teacher @ BMHS (replaces Sonya Spohn)
5. Isabel Potter - CTE/Drama Teacher @ BMHS (replaces Jantina Russell)
6. Crystal Romney - Resource Teacher @ LVES (replaces open position)
7. Sharnell Sheffer - Music Teacher @ LVES/HES (replaces Elizabeth Johnson)
8. Joshua Van Nevel - Science Teacher @ BMMS (replaces Amy Kidd)
9. Brent Welsh - PE Teacher @ GES/CSES (replaces Dustin Shideler)
10. Arisah Wood - 1st Grade Teacher @ MVES (replaces Roberta Deaso)

Classified Staff

1. Timothy Brantley - Custodian @ LVES (replaces Howard Lilly)
2. Daniela Corona - M/S/P Aide @ LVES (replaces Betsi Duffy)
3. James Crawford - Lead Night Custodian @ BMHS (replaces Frederick Blandin)
4. Kelli Field - Title 1 Aide @ HES (replaces Lena Juarez)
5. Doris Fischer - Resource Aide @ LTS (replacing Melissa Pearl)
6. Sandra Frace - Library Coordinator @ BMHS (replacing Kristina Davis Thompson)
7. Kylee Guthrie - M/S/P Aide @ (replaces Samantha Hurtt)

## HUMBOLDT UNIFIED SCHOOL DISTRICT #22

### PERSONNEL DEPARTMENT

## Personnel Consent Agenda for Board Meeting on July 13, 2021

8. Hillary Holmes - M/S/P Aide @ MVES (replaces Viola Wampler)
9. Allan Jones - Custodian @ BMHS (replaces Don Hanson)
10. John LeRoy - Custodian @ BMHS (replaces Michael Hungerford)
11. Natalie Willis - M/S/P Aide @ MVES (replacing Brianna Longielliere)
12. Kathleen Winstead - Title 1 Aide/Playground Aide @ LVES (replaces Melissa Babcock)
13. Katherine Wyly- ELL Aide @ BMHS (replaces Teresa King)

### Substitute + Staff

### C. SUPPLEMENTAL CONTRACTS

#### Overloads

- 1.

#### Certified Stipends Specifically Listed on Board-approved 2020-2021 Stipend Schedule

(M&O-\$39,628.75); Tax Credit-\$0.00; General Tax Credit- \$1,225.00; SPED-\$0.00; Other- \$0.00)

1. Sandra Balsiger - Fine Art/Performing Arts Department Chair @ BMHS
2. Rachel Becker - Co-Department Chair Counseling @ BMHS
3. Linda Bennett - TLC Department Chair @ BMHS
4. Phillip Blackwell - Marching Band Director @ BMHS
5. Lindsey Buckle - Interact Club Sponsor @ BMHS (20-21)
6. Dave Capka - CTE Department Chair Stipend @ BMHS
7. Tiffany Church - NHS Sponsor @ BMHS (20-21)
8. Tiffany Church - Stipend Link Coordinator @ BMHS
9. Tiffany Church - Prom Advisor @ BMHS
10. Kathy Griskowitz - SpED Department Chair @ BMHS
11. Blair Hillig - PE Department Chair @ BMHS
12. Amanda Hiler - STUCO Advisor @ BMHS
13. Dani Larson - Math Department Chair @ BMHS
14. Dani Larson - LINK Coordinator @ BMHS
15. Ember Larson - Choir Director @ BMHS
16. Denise Leveron - ELA Department Chair @ BMHS
17. Denise Leveron - AdvancED Co-Chair @ BMHS
18. Barbarita Lohman - Co-Department Chair Counseling @ BMHS
19. Tracy Madler - Science Department Chair @ BMHS
20. Randi O'Neill - Avid Coordinator @ BMHS
21. Derrek Orel - JV Volleyball Coach @ BMHS
22. Cynthia Perpich - Yearbook Advisor @ BMHS
23. Melissa Sanford - Graduation Sponsor @ BMHS
24. Robert Supergan - LINK Coordinator @ BMHS
25. Michael Tannehill - Social Studies Department Chair @ BMHS

#### Other Stipends

(M&O-\$0.00; Tax Credit-\$0.00; F&N-\$0.00; Special Education-\$0.00; Other-\$0.00)

**HUMBOLDT UNIFIED SCHOOL DISTRICT #22**  
**PERSONNEL DEPARTMENT**  
**Personnel Consent Agenda for Board Meeting on July 13, 2021**

**D. IN-DISTRICT TRANSFERS**

Certified

1. Anna Austin - FROM 6th Grade Teacher @ LVES TO 4th Grade Teacher @ LVES (replaces Marissa Busk)
2. Jeanelle Fetty - FROM 2nd Grade Teacher @ LVES TO 5th Grade Teacher @ LVES (fills an unfilled position)
3. Jessica Kissinger - FROM 6th Grade Teacher @ CSES TO 4th Grade Teacher @ CSES (replaces Kathryn Austin)
4. Morgan Petersen - FROM 2nd Grade Teacher @ CSES TO 3rd Grade Teacher @ CSES (replaces Monique Apalategui)
5. Julie Stukenberg-Miller - FROM 1st Grade Teacher @ CSES TO Gifted Teacher @ CSES (replaces Michelle McCabe)

Classified

1. Jesus Necochea - FROM Split Custodial Position at MVES/GES TO Day Lead Custodian @ MVES (replaces Aaron Cates)
2. Kimberly Sanchez - FROM SpED Bus Aide @ Transportation TO F and N Worker (fills unfilled position)

**E. INCREASE/ DECREASE IN HOURS (+OR -) OR FUNDING**

Certified

- 1.

Classified

- 1.

**F. CLASSIFIED STAFF - VOLUNTEER AGREEMENT FORM STIPENDS**

1. NONE

**G. DISTRICT PROFESSIONAL DEVELOPMENT - TRAVEL (IN and OUT OF STATE)**

1. NONE



CONSENT

Item 8D.

Monthly Budget Report

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item #80  
FROM: Roger Studley, Finance Director Reading  
DATE: July 13, 2021 Discuss  
SUBJECT: Monthly Budgets - Board Report Action  
Consent X

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OBJECTIVE: Goal # 2: Planning for Future Student Needs

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### SUPPORTING DATA:

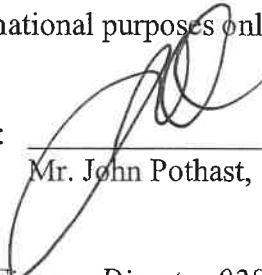
Attached is the monthly Expenditure Budget Balance Report.

This report summarizes district expenditures and current encumbrances per fund.

### SUMMARY & RECOMMENDATION:

No action necessary. Report presented for informational purposes only.

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

*Questions should be directed to: Roger Studley Finance Director 928.759.4027*

# Humboldt Unified School District No. 22

## Expenditure Budget Balance Report

Fiscal Year: 2020-2021

		<input checked="" type="checkbox"/> Summary Only		From Date: 6/1/2021	To Date: 6/30/2021		
Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance	% Remaining Bud
<b>Fund: 001</b> MAINT & OPER FUNDS							
<b>Fund 001 Total:</b>	\$32,864,825.00	\$3,783,317.53	\$30,521,729.86	\$2,343,095.14	\$1,248,531.86	\$1,094,563.28	3.33%
<b>Fund: 011</b> CLASSROOM-BASE SAL							
<b>Fund 011 Total:</b>	\$684,705.00	\$241,299.94	\$486,640.67	\$198,064.33	\$0.00	\$198,064.33	28.93%
<b>Fund: 012</b> CLASSROOM-PERF PAY							
<b>Fund 012 Total:</b>	\$1,513,086.00	\$959,420.22	\$963,278.46	\$549,807.54	\$0.00	\$549,807.54	36.34%
<b>Fund: 013</b> CLASSROOM-OTHER							
<b>Fund 013 Total:</b>	\$1,979,785.00	\$482,597.54	\$973,914.59	\$1,005,870.41	\$0.00	\$1,005,870.41	50.81%
<b>Fund: 024</b> INDIAN GAMING - INSTRUCTIONAL IMPROV							
<b>Fund 024 Total:</b>	\$205,558.83	\$42,462.74	\$214,226.65	(\$8,667.82)	\$0.00	(\$8,667.82)	-4.22%
<b>Fund: 050</b> PRESCOTT VALLEY POLICE DEPARTMENT							
<b>Fund 050 Total:</b>	\$0.00	\$0.00	\$117,402.98	(\$117,402.98)	\$0.00	(\$117,402.98)	0.00%
<b>Fund: 071</b> SEI - STRUCTURED ENGLISH IMMERSION							
<b>Fund 071 Total:</b>	\$202,058.00	\$22,021.75	\$182,121.67	\$19,936.33	\$0.00	\$19,936.33	9.87%
<b>Fund: 110</b> TITLE 1 LEA							
<b>Fund 110 Total:</b>	\$1,932,354.20	\$138,460.30	\$1,426,908.70	\$505,445.50	\$268,400.13	\$237,045.37	12.27%
<b>Fund: 111</b> TITLE 1 LEA							
<b>Fund 111 Total:</b>	\$0.00	\$0.00	\$74,189.99	(\$74,189.99)	\$0.00	(\$74,189.99)	0.00%
<b>Fund: 140</b> TITLE II-IMPROV TEACHER QUAL(14/15)							
<b>Fund 140 Total:</b>	\$462,240.06	\$75,031.31	\$222,129.40	\$240,110.66	\$18,020.00	\$222,090.66	48.05%
<b>Fund: 141</b> TITLE II-IMPROV TEACHER QUAL(15/16)							
<b>Fund 141 Total:</b>	\$0.00	\$0.00	\$12,188.85	(\$12,188.85)	\$0.00	(\$12,188.85)	0.00%
<b>Fund: 162</b> TITLE IV-A STUDENT SUPPORT & ACADEMIC I							

# Humboldt Unified School District No. 22

## Expenditure Budget Balance Report

Fiscal Year: 2020-2021

Account Number / Description

		<input checked="" type="checkbox"/> Summary Only	From Date: 6/1/2021	To Date: 6/30/2021	Budget Balance	
					Encumbrance	% Remaining Bud
Account Number / Description	Budget	Range To Date	YTD	Balance		
<b>Fund 162 Total:</b>	\$73,433.89	\$516.54	\$35,271.64	\$38,162.25	\$14,647.86	\$23,514.39 32.02%
<b>Fund:</b> 190 TITLE III LEP PROGRAM						
<b>Fund 190 Total:</b>	\$79,763.79	\$9,673.04	\$42,429.67	\$37,334.12	\$18,403.14	\$18,930.98 23.73%
<b>Fund:</b> 191 TITLE III LEP PROGRAM (FY20)						
<b>Fund 191 Total:</b>	\$83,234.19	\$0.00	\$752.87	\$82,481.32	\$0.00	\$82,481.32 99.10%
<b>Fund:</b> 195 TARGETED SUPPORT & IMPROVEMENT GRNT						
<b>Fund 195 Total:</b>	\$82,778.86	\$0.00	\$11,801.31	\$70,977.55	\$0.00	\$70,977.55 85.74%
<b>Fund:</b> 196 TARGETED SUPPORT & IMPROVEMENT GRNT						
<b>Fund 196 Total:</b>	\$42,500.00	\$0.00	\$3,641.83	\$38,858.17	\$0.00	\$38,858.17 91.43%
<b>Fund:</b> 220 IDEA - BASIC - ENT						
<b>Fund 220 Total:</b>	\$1,425,839.75	\$127,580.48	\$962,226.13	\$463,613.62	\$66,799.51	\$396,814.11 27.83%
<b>Fund:</b> 221 IDEA - PRESCHOOL GRANT						
<b>Fund 221 Total:</b>	\$57,988.39	\$998.27	\$27,388.61	\$30,599.78	\$1,187.31	\$29,412.47 50.72%
<b>Fund:</b> 260 CTE BASIC GRANT						
<b>Fund 260 Total:</b>	\$208,334.21	\$0.00	\$8,546.99	\$199,787.22	\$0.00	\$199,787.22 95.90%
<b>Fund:</b> 261 CTE BASIC GRANT						
<b>Fund 261 Total:</b>	\$0.00	\$5,508.04	\$27,764.35	(\$27,764.35)	\$81,026.21	(\$108,790.56) 0.00%
<b>Fund:</b> 290 MEDICAID OUTREACH						
<b>Fund 290 Total:</b>	\$28,739.68	\$5,494.01	\$28,794.58	(\$54.90)	\$0.00	(\$54.90) -0.19%
<b>Fund:</b> 291 MEDICAID DIRECT						
<b>Fund 291 Total:</b>	\$586,479.66	\$10,942.67	\$639,438.49	(\$52,958.83)	\$11,411.34	(\$64,370.17) -10.98%
<b>Fund:</b> 326 ESSER I						
<b>Fund 326 Total:</b>	\$1,166,388.53	\$139,293.57	\$957,809.59	\$208,578.94	\$18,756.25	\$189,822.69

# Humboldt Unified School District No. 22

## Expenditure Budget Balance Report

Fiscal Year: 2020-2021

Account Number / Description

		<input checked="" type="checkbox"/> Summary Only	From Date: 6/1/2021	To Date: 6/30/2021	Budget Balance	
Account Number / Description		Budget	Range To Date	YTD	Balance	% Remaining Bud
<b>Fund: 328</b>	ESG Enrlmnt Stablz					16.27%
	<b>Fund 328 Total:</b>	\$0.00	\$54,434.02	\$2,212,730.99	(\$2,212,730.99)	\$0.00 (\$2,212,730.99)
						0.00%
<b>Fund: 336</b>	ESSER II	\$4,801,577.92	\$0.00	\$0.00	\$4,801,577.92	\$4,801,577.92
	<b>Fund 336 Total:</b>					100.00%
<b>Fund: 349</b>	NAT'L FOREST FEES					
	<b>Fund 349 Total:</b>	\$1,915,147.73	\$238,688.13	\$1,234,103.72	\$681,044.01	\$55,196.78
						32.68%
<b>Fund: 353</b>	TAYLOR GRAZING					
	<b>Fund 353 Total:</b>	\$32,083.56	\$0.00	\$4,139.84	\$27,943.72	\$0.00
						\$27,943.72
						87.10%
<b>Fund: 374</b>	E-RATE					
	<b>Fund 374 Total:</b>	\$0.00	\$0.00	\$19,789.00	(\$19,789.00)	\$0.00
						0.00%
<b>Fund: 400</b>	CTE PRIORITY PROGRAM					
	<b>Fund 400 Total:</b>	\$26,679.44	\$105.58	\$7,402.35	\$19,277.09	\$6,314.40
						\$12,962.69
						48.59%
<b>Fund: 450</b>	GIFTED	\$5,009.74	\$0.00	\$0.00	\$5,009.74	\$0.00
	<b>Fund 450 Total:</b>					\$5,009.74
						100.00%
<b>Fund: 456</b>	COLLEGE CREDIT BY EXAMINATION INCENTIV					
	<b>Fund 456 Total:</b>	\$21,596.43	\$0.00	\$0.00	\$21,596.43	\$0.00
						\$21,596.43
						100.00%
<b>Fund: 457</b>	RESULTS - BASED FUNDING					
	<b>Fund 457 Total:</b>	(\$105,457.29)	\$0.00	\$76,478.19	(\$181,935.48)	\$0.00
						(\$181,935.48)
						172.52%
<b>Fund: 483</b>	SCHL SAFETY EXPANSION	\$69,710.40	\$0.00	\$5,843.03	\$63,867.37	\$0.00
	<b>Fund 483 Total:</b>					\$63,867.37
						91.62%
<b>Fund: 485</b>	WRP					
	<b>Fund 485 Total:</b>	\$258,454.17	\$24,701.75	\$220,549.53	\$37,904.64	\$15,800.97
						\$22,103.67
						8.55%

# Humboldt Unified School District No. 22

## Expenditure Budget Balance Report

Fiscal Year: 2020-2021



Summary Only

From Date: 6/1/2021

To Date:

6/30/2021

Account Number / Description

Fund:	499	RURAL ASSISTANCE	Budget	Range To Date	YTD	Balance	Encumbrance	Budget Balance
		<b>Fund 499 Total:</b>	\$4,068.54	\$0.00	\$0.00	\$4,068.54	\$0.00	\$4,068.54 100.00%
Fund:	500	SCH PLANT- > 1 YR						
		<b>Fund 500 Total:</b>	\$77,362.74	\$0.00	\$37,029.60	\$40,333.14	\$51,395.27	(\$11,062.13) -14.30%
Fund:	510	FOOD SERVICE						
		<b>Fund 510 Total:</b>	\$2,722,659.81	\$142,310.05	\$2,240,509.84	\$482,149.97	\$178,552.49	\$303,597.48 11.15%
Fund:	515	CIVIC CENTER						
		<b>Fund 515 Total:</b>	\$11,164.54	\$9,621.44	\$39,959.95	(\$28,795.41)	\$14,482.22	(\$43,277.63) -387.63%
Fund:	517	BUS RENTAL						
		<b>Fund 517 Total:</b>	\$0.00	\$1,150.00	\$8,669.59	(\$8,669.59)	\$2,330.41	(\$11,000.00) 0.00%
Fund:	522	BEFORE/AFTER SCHOOL PROGRAM						
		<b>Fund 522 Total:</b>	\$0.00	\$2,509.81	\$58,598.75	(\$58,598.75)	\$100.00	(\$58,698.75) 0.00%
Fund:	523	BRIGHT FUTURES PRESCHOOL						
		<b>Fund 523 Total:</b>	\$0.00	\$862.83	\$6,359.53	(\$6,359.53)	\$0.00	(\$6,359.53) 0.00%
Fund:	525	AUX OPERATIONS						
		<b>Fund 525 Total:</b>	\$0.00	\$8,829.64	\$162,743.00	(\$162,743.00)	\$4,492.41	(\$167,235.41) 0.00%
Fund:	526	ACT FEES TAX CRED						
		<b>Fund 526 Total:</b>	\$0.00	\$4,114.36	\$86,289.65	(\$86,289.65)	\$4,896.48	(\$91,186.13) 0.00%
Fund:	530	GIFTS & DONATIONS						
		<b>Fund 530 Total:</b>	\$0.00	\$0.00	\$63,501.35	(\$63,501.35)	\$4,569.77	(\$68,071.12) 0.00%
Fund:	550	INSURANCE PROCEEDS						
		<b>Fund 550 Total:</b>	\$63,100.60	\$0.00	\$17,582.03	\$45,518.57	\$4,000.00	\$41,518.57 65.80%
Fund:	551	INSURANCE - AEI						

# Humboldt Unified School District No. 22

## Expenditure Budget Balance Report

Fiscal Year: 2020-2021

Account Number / Description

		<input checked="" type="checkbox"/> Summary Only	From Date: 6/1/2021	To Date: 6/30/2021	Budget Balance	
Account Number / Description		Budget	Range To Date	YTD	Balance	% Remaining Bud
<b>Fund:</b>	<b>555</b>	<b>Fund 551 Total:</b>	\$7,222.86	\$535.87	\$6,677.86	\$545.00 \$9.06 0.13%
		TEXTBOOKS				
<b>Fund:</b>	<b>565</b>	<b>Fund 555 Total:</b>	\$0.00	\$0.00	\$2,999.60	(\$2,999.60) 0.00%
		LITIGATION RECOVERY				
<b>Fund:</b>	<b>570</b>	<b>Fund 565 Total:</b>	\$1,445.00	\$0.00	\$0.00	\$1,445.00 100.00%
		INDIRECT COSTS				
<b>Fund:</b>	<b>596</b>	<b>Fund 570 Total:</b>	\$842,815.66	\$85,577.09	\$731,392.44	\$111,423.22 \$71,407.22 4.75%
		JTED - MTN. INSTITUTE				
<b>Fund:</b>	<b>597</b>	<b>Fund 596 Total:</b>	\$1,051,306.66	\$36,561.22	\$291,016.82	\$760,289.84 \$42,888.77 \$717,401.07 68.24%
		CTE CREDENTIAL INCENTIVE				
<b>Fund:</b>	<b>610</b>	<b>Fund 597 Total:</b>	\$38,000.00	\$1,292.00	\$4,714.00	\$33,286.00 \$24,470.27 23.20%
		CAPITAL OUTLAY				
<b>Fund:</b>	<b>630</b>	<b>Fund 610 Total:</b>	\$3,502,134.00	\$95,281.96	\$945,387.80	\$2,556,746.20 \$264,909.91 \$2,291,836.29 65.44%
		BOND BUILDING				
<b>Fund:</b>	<b>665</b>	<b>Fund 630 Total:</b>	\$124,073.75	\$0.00	\$0.00	\$124,073.75 \$19,240.31 \$104,833.44 84.49%
		ENERGY REBATES				
<b>Fund:</b>	<b>691</b>	<b>Fund 665 Total:</b>	\$352,641.58	\$0.00	\$352,641.58	\$0.00 \$0.00 0.00%
		BUILDING RENEWAL GRANT - SFB				
<b>Fund:</b>	<b>700</b>	<b>Fund 691 Total:</b>	\$3,697,521.03	\$1,330.00	\$1,626,950.33	\$2,070,570.70 \$1,984,912.55 \$85,658.15 2.32%
		DEBT SERVICE FUNDS				
<b>Fund:</b>	<b>850</b>	<b>Fund 700 Total:</b>	\$0.00	\$0.00	\$571,331.15	(\$571,331.15) 0.00%
		STUDENT ACTIVITIES				
<b>Fund:</b>	<b>850</b>	<b>Fund 850 Total:</b>	\$0.00	\$506.98	\$9,333.65	(\$9,333.65) \$80.35 (\$9,414.00)

# Humboldt Unified School District No. 22

## Expenditure Budget Balance Report

Fiscal Year: 2020-2021

Account Number / Description

		<input checked="" type="checkbox"/> Summary Only	From Date: 6/1/2021	To Date: 6/30/2021	Budget Balance	
Account Number / Description	Budget	Range To Date	YTD	Balance	Encumbrance	% Remaining Bud
Fund: 855 EMPLOYEE INSURANCE						0.00%
Fund 855 Total:	\$0.00	\$0.00	\$65,644.18	(\$65,644.18)	\$21,957.26	(\$87,601.44)
Grand Total:	\$63,200,411.91	\$6,753,030.68	\$49,050,967.23	\$14,149,444.68	\$4,519,717.39	\$9,629,727.29
						0.00%
						15.24%

End of Report



CONSENT

Item 8E.

Student Activities Report

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # **8E**  
FROM: Roger Studley, Finance Director Reading  
DATE: July 13, 2021 Discuss  
SUBJECT: Student Activities - Board Report Action  
Consent X

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OBJECTIVE: Goal # 2: Planning for Future Student Needs

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### SUPPORTING DATA:

Attached is the monthly Student Activity Report.

This report summarizes student activities (club) expenditures and current encumbrances per fund.

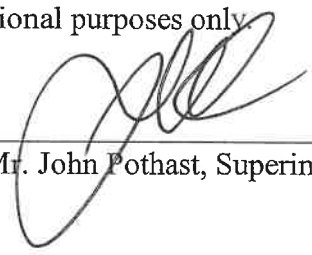
This report is in a new format since it is a cash driven fund. Beginning cash balances have been added in so you can see all the transactions for each club.

The report adds Revenue to the Beginning Balance then subtracts Expenses to show the current cash Balance in each club. Then Encumbrances are subtracted from the Balance to show the Available Cash per club.

### SUMMARY & RECOMMENDATION:

No action necessary. Report presented for informational purposes only.

Approved for transmittal to the Governing Board:

  
Mr. John Pothast, Superintendent

*Questions should be directed to: Roger Studley, Finance Director 759-4027*

## STUDENT ACTIVITY REPORT

May 2021

	Beginning Balance	Revenue	Expended	Balance	Encumbered	Available Cash
Coyote Springs 133						
Student Council	1,603	-	-	1,603	-	1,603
Granville 135						
Chorus/Choir	348	-	-	348	-	348
Student Council	1,594	-	137	1,457	-	1,457
Humboldt 131						
Student Council	5,342	179	-	5,521	-	5,521
Lake View 110						
Student Council	5,858	-	-	5,858	-	5,858
Liberty Traditional 134						
Jr Optimists	185	-	50	135	27	108
Student Council	3,883	1,620	2,035	3,468	53	3,415
Mountain View 132						
Student Council	1,728	-	-	1,728	-	1,728
Subtotal ES	20,542	1,798	2,222	20,118	80	20,038
Brad Mntn MS 120						
Ntl Honor Society	2,792	-	-	2,792	-	2,792
Science	376	-	-	376	-	376
Student Council	2,747	-	-	2,747	-	2,747
Glassford Hill MS 125						
Ntl Honor Society	84	-	-	84	-	84
Student Council	5,793	185	1,637	4,341	559	3,783
Subtotal MS	11,793	185	1,637	10,342	559	9,783
Brad Mntn HS 230						
Art	352	-	-	352	-	352
AVID	342	-	-	342	-	342
Baseball	20	-	-	20	-	20
DECA	633	450	925	158	-	158
FBLA	252	-	-	252	-	252
French Club	33	-	-	33	-	33
G.O.A.L.S. Club	61	-	-	61	-	61
Girls Basketball	216	-	-	216	-	216
HOSA/Nursing	4,579	-	-	4,579	-	4,579
HOSA/SportsMedicine	1,224	1,148	1,257	1,116	-	1,116
Interact	3,193	-	87	3,106	213	2,893
JROTC	1,536	300	293	1,543	-	1,543
Mu Alpha Theta	170	-	-	170	-	170
Ntl Art Honor Society	434	536	465	504	-	504
Ntl Honor Society	2,202	-	245	1,957	-	1,957
P.A.L.S.	2,102	377	473	2,005	327	1,678
Student Council	3,616	955	1,223	3,348	838	2,511
Upward Bound	37	-	-	37	-	37
Subtotal HS	21,002	3,765	4,968	19,799	1,377	18,422
Interest To Date:		216				
TOTAL Student Activities	53,337	5,964	8,827	50,475	2,016	48,458



CONSENT

Item 8F.

HUSD Authorized Signers

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # <b>85</b>
FROM:	Roger Studley, Chief Financial Officer	Reading
DATE:	July 13, 2021	Discuss
SUBJECT:	Bank Accounts – Authorized Signers	Action
		Consent <b>X</b>

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**OBJECTIVE:** Annual Requirement

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### SUPPORTING DATA:

The finance office is requesting the following individuals be authorized as signers on the district bank accounts. Any current signer not on the list is to be removed:

**JPMorgan Chase Bank, NA**  
**#0003854546** HUSD Payroll

**National Bank of Arizona**  
**#0450001924** Clearing Account  
**#0061000774** Revolving Account  
**#0450009176** BMHS Athletic Account  
**#0450002724** GHMS Athletic Account  
**#0450002716** BMMS Athletic Account  
**#0450012316** LTS Athletic Account  
**#0061000717** Food Service Account

John Pothast – Superintendent  
Roger Studley – Finance Director  
Leticia Barker – Business Manager  
Samantha Bartmus – Secretary to the Superintendent  
Christine Griffin – Executive Director of Federal Programs  
Ruthann Atherton – Budget Tech/Cash Management

In addition to the above, the finance office is requesting the following individuals be added (or retained) on the:

**#0450009176** Bradshaw Mtn. High School Athletic Account  
Brett Dahl – Principal  
Clarinda Weatherwax – Athletic Director  
Richard Bradshaw – Assistant Principal  
Kristina Davis-Thompson – Athletic Secretary

**#0450002724** Glassford Hill Middle School Athletic Account

Candice Blakely – Principal

Jamie Stretton – Asst Principal

Jared Friedrich – Athletic Director

**#0450002716** Bradshaw Mtn. Middle School Athletic Account

Jessica Bennett – Principal

Darla Lindberg – Secretary

**#0450012316** – Liberty Traditional School Athletic Account

Dannette Derickson – Principal

Teresa Herman – Secretary

**#0061000717** Food Service Account

Jody Buckle – Food Service Director

Pamela Liuzzo – Nutritionist

Michelle Broxmeyer – F&N Admin Sectrary


**All District bank accounts require two signatures.**

In addition, the athletic accounts are limited in their use to referee payments and game security, as needed.

**SUMMARY & RECOMMENDATION:**

Motion to approve the recommended changes in authorized signers for the above referenced accounts.

Approved for transmittal to the Governing Board:



Mr. John Pothast

*Questions should be directed to:* Roger Studley *Chief Financial Officer (759-4027)*





CONSENT

Item 8G.

MOU w/ Yavapai Community Hospital  
Association

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # <b>89</b>
FROM:	Patty Bitsilly, Director of Special Services	Reading
DATE:	July 13, 2021	Discuss
SUBJECT:	Yavapai Community Hospital Association and Yavapai Regional Medical Center Memorandum of Understanding for Health Care Services	Action Consent X

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OBJECTIVE:	Goal #1: Raise the Level of Student Achievement
	Goal #2: To Focus on Planning for Future Student Needs
	Goal #3: To Increase Parental and Community Engagement

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### **SUPPORTING DATA**

Yavapai Community Hospital Association and Yavapai Regional Medical Center provides health care services to school age children and their siblings (ages 2 months – 18 years).

Services include, but are not limited to:

- Wellness and prevention visits
- Diagnosis and treatment of minor acute illnesses and stable chronic illnesses
- Immunizations under the Vaccines for Children Program
- Health Care follow ups
- Health promotion counseling and guidance
- Age appropriate anticipatory guidance for normal growth and development and for risk reduction: cardiovascular, nutrition/obesity, tobacco, alcohol and drug use, school progress/success, social/emotional well being

Currently the clinic services are housed at Glassford Hill Middle School and Lake Valley Elementary School. For the 21-22 school year, the sites will be adjusted to Glassford Hill Middle School with the potential to add Mountain View Elementary in the near future. This service has been provided in collaboration with the district since 1999. This is a three year agreement.

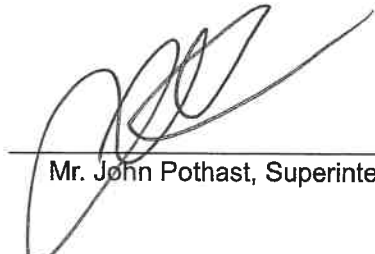
### **SUMMARY & RECOMMENDATION.**

The partnership between YCHA/YRMC and HUSD provides needed health services to our students. It is the recommendation of the Special Services Office that we continue this partnership through the approval of the Memorandum of Understanding.

### **Sample Motion**

I move to approve the Yavapai Community Hospital Association and Yavapai Regional Medical Center and Humboldt Unified School District Memorandum of Understanding.

Approved for transmittal to the Governing Board:

  
\_\_\_\_\_  
Mr. John Pothast, Superintendent

Questions should be directed to: Patty Bitsilly, 759-4031

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING is entered into by and between Yavapai Community Hospital Association & Affiliates d/b/a Yavapai Regional Medical Center, an Arizona non-profit corporation (YRMC) and Humboldt Unified School District (the "District").**

### Recitals:

The District recognizes a need for its students to have healthcare services reasonably accessible in order to maximize their chances for success at school. In this regard, it is the District's experience that some students do not have accessible healthcare services and thus are unable to achieve their full academic potential.

The District has determined that the placement of a primary care health center on the campus would serve the best interests of its students, and that such a center would improve the students' overall health, well-being and academic performance.

YRMC and the District are parties to an Agreement for a primary health care center (the "Original Agreement"), dated July 13, 2021, through Yavapai Regional Medical Center Partners for Healthy Students Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration the parties agree as set forth below.

### Agreement:

1. Services. YRMC agrees to provide those services (the "Services") described in the attached Exhibit A, attached hereto and incorporated by reference, which include health and educational services for students of the District at scheduled times during the term of this Agreement.

2. Space, Utilities and Supplies. The District agrees to provide space in the existing improvements on its property to use as the space for the On-Site School Based Outpatient Clinics (collectively referred to as the "Clinic"). The Clinic sites are identified on the attached Exhibit B, incorporated as part of the Agreement by this reference. The space provided may be building space, offices and/or parking for mobile units. The District shall be responsible for all utilities, housekeeping and maintenance services and shall ensure that any other use of the space shall not interfere with Services provided by YRMC at the Clinic. The District shall not be responsible for any loss or damage resulting from the

disruption of such utility service.

3. Hours of Operation. The District and YRMC will mutually determine the hours of operation for the Clinic. Upon signing of this Agreement, it is estimated that YRMC will operate the Clinic on a part time basis. Notwithstanding the foregoing, YRMC may elect at any time to increase the services and hours of operation to meet its needs in providing care for patients, provided that the District is consulted about such increase and the proposed hours do not disrupt normal campus schedules or operations. YRMC agrees to operate the Clinic in a manner so as not to disrupt the educational activities of the District.

4. Other Providers. YRMC acknowledges that other health care providers may be invited to assist the District with the task of providing primary care and dental services to the District's students at its campus. The District will be responsible for those providers that it invites. YRMC will be responsible for the acts or omissions of the health care professionals it retains to render the Services during its hours of operation in the Clinic. The District will not be responsible for any of the acts or omissions of the healthcare professionals YRMC retains to render Services in the Clinic. The healthcare professionals that YRMC retains to render Services at the Clinic are not the employees, agents, or representatives of the District and YRMC will not represent that such healthcare professionals are employees, agents, or representatives of the District.

5. School Nurse. During the term of this Agreement, the District may employ a school nurse who shall function in a manner consistent with the District's nurse job description (hereinafter "School Nurse"). The School Nurse shall not be employed by YRMC and shall not be expected to perform job functions outside the functions listed on the District's nurse job description. However, this limitation is not intended to prevent the School Nurse from operation in close cooperation with YRMC, its providers or employees at the Clinic. The School Nurse shall be able to recommend the Clinic to District students when the School Nurse deems such recommendations to be appropriate, and coordinate efforts with those of the Clinic to increase all health care services available to District students.

6. Prescription Medication. District is aware that YRMC will maintain prescription medicine in a secured location at the Clinic; however, YRMC will not operate a pharmacy at the Clinic and no controlled substances shall be maintained at the Clinic. Both parties shall comply with FDA regulations regarding the storage and dispensing of prescription medicine.

7. Compensation. No monetary compensation shall be exchanged under this Agreement and there shall be no charge for the use of the space for the Clinic or participation by YRMC personnel pursuant to this Agreement.

8. Medical Records. YRMC shall maintain medical records that include,

but are not limited to: initial assessments, treatment plans, case management progress notes, and discharge plans, and shall be completed for each patient in a timely manner, and shall be easily readable. These records are the property of YRMC and are prepared and maintained by YRMC. YRMC will obtain an appropriate authorization and release in compliance with the Health Insurance Portability and Accountability Act (HIPAA) before releasing any medical records to the District. In the event YRMC releases medical records to the District pursuant to such authorization and release, the District agrees to keep such records confidential. Upon termination or expiration of this Agreement YRMC shall maintain the medical records at YRMC in accordance with YRMC medical records policies and procedures.

9. Rules and Regulations YRMC will ensure that its staff and healthcare providers comply with its policies and procedures (including quality assurance and peer review). The District and YRMC specifically agree to comply with Arizona Revised Statutes Section 13-3620 with respect to the reporting of child abuse and neglect. In the event that YRMC is required to report child abuse and/or neglect to Child Protective Service, and/or law enforcement pursuant to this statute, YRMC agrees to notify the District of any report made.

10. Statutory Cancellation. YRMC acknowledges that District has the statutory right for three (3) years under A.R.S. 38-511 to cancel this Agreement if, while this Agreement or any renewal is in effect, any person significantly involved in negotiating, drafting or securing this Agreement on behalf of District is (i) an employee or agent of YRMC in any capacity, or (ii) a consultant to YRMC with respect to the subject matter of this Agreement.

11. Objections to Clinic Workers. YRMC shall be solely responsible for the adequacy and quality of the healthcare it provides at the Clinic. Nevertheless, YRMC recognizes that the District may object to the actions of a specific YRMC provider, employee or agent assigned to the Clinic. The District's interest is limited to ensuring that the YRMC's provider interaction with District personnel and students is reasonable and amicable, and consistent with the educational goals and philosophy of the District. Therefore, without assuming any responsibility for the act or omission of any healthcare provider, District may object to the actions of any YRMC healthcare provider, employee or agent operating in connection with the Clinic through the School Principal who shall notify YRMC of the objections and meet within' in a good faith effort to resolve the situation. If the efforts to resolve the District's concerns are unsuccessful, the District may request in writing that the healthcare provider, employee, or agent not be permitted to continue to work in connection with the District, unless such request causes YRMC to be in violation of any federal, state or local law, rule or regulation. If YRMC declines or fails to agree to the District's request within ten (10) calendar days after the receipt of such a request, the District may terminate this Agreement upon ten (10) days written notice thereafter.

12. Term and Termination. This Agreement shall be effective for the period 07/13/2021 through 07/12/2022. Any party may terminate this Agreement without penalty by giving notice at least 30 days before the end of the initial term. At the end of the initial term, this Agreement shall automatically renew on a month-to-month basis. Any party may then terminate this agreement without penalty by giving notice at least 30 days before the end of the last calendar day of the month. YRMC retains the right to terminate this Agreement upon twenty-four (24) hour written notice when one or more of the following occur a) failure by either party to maintain any licenses required to perform Services or to comply with applicable Federal, State laws, rules or regulations; or b) cancellation, termination or material modifications of any funding provided for the Clinic. Termination shall not relieve either party's obligations reasonably necessary to complete the treatment of patients then receiving treatment and to cooperate with each other to arrange for the transfer of care of such patients. Such cooperation may require the District to extend performance beyond the termination notification period provided herein until suitable arrangements have been made by YRMC.

13. Insurance. Except as expressly provided herein, each party shall be responsible for providing all health, accident, workers compensation, liability and other appropriate insurance in commercially reasonable amounts for itself, its employees and agents, in connection with the obligations under this Agreement.

14. Professional Liability Insurance. YRMC agrees to provide, during the term of this Agreement, professional liability insurance covering the activities of its employees and agents at the clinic. This insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.

15. Indemnification by District. The District shall indemnify and hold harmless YRMC against all actions, claims and demands whatsoever, including costs, expense and attorney's fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions of the District or its employees or independent contractors.

16. Indemnification by YRMC. YRMC shall indemnify and hold harmless the District against all actions, claims and demands whatsoever, including costs, expense and attorney's fees resulting from or claimed to have resulted from any intentional or negligent acts or omissions of YRMC or its employees while on District property.

17. Fingerprint Clearance.

YRMC shall comply with the requirements of A.R.S. §15-512(H) regarding the fingerprinting of employees of YRMC, its subcontractors of every tier and

vendors who are likely to have unsupervised contact with pupils as determined by the District in its sole and absolute discretion. YRMC shall be responsible for payment of all costs associated with compliance with A.R.S. §15-512(H). However, the Superintendent may exempt from the requirement a Contractor whom the Superintendent has determined is not likely to have independent access or unsupervised contact with students as part of their normal job duties while performing services in the District. Any exemption shall be in writing and a copy filed in the District's office.

18. Laws. The District and YRMC shall comply with all applicable federal, state and local laws.

19. Disclosure of Board Members. The District hereby expressly acknowledges that it has fully disclosed to YRMC members of the District's Governing Board and Administrative Cabinet responsible for negotiating and executing this Agreement. All such disclosures have been made in writing and delivered to YRMC on or before execution of this Agreement.

20. No Federal Exclusion. District hereby represents and warrants that District and all personnel providing services under this Agreement are not and at no time have been excluded from participation in any federally funded health care program, including Medicare and Medicaid. District hereby agrees to immediately notify YRMC of any threatened, proposed, or actual sanction or exclusion from any federally funded health care program, including Medicare and Medicaid. Such notice shall contain reasonably sufficient information to allow YRMC to determine the nature of any sanction. In the event that District, any District Physician or any of District's other equity owners, members or employees is excluded from participation in any federally funded health care program during the term of this Agreement, or if, at any time after the Effective Date, it is determined that the District is in breach of this Section, YRMC shall terminate this Agreement, which termination shall be effective immediately upon notice to District of such termination.

21. Independent Contractors. This Agreement is not intended to create nor shall it be construed to create any relationship between YRMC and the District other than that of an independent entity contraction for the purpose of effecting the provisions of this Agreement. Neither party nor any of their respective representatives shall be construed to be the agent, employer, employee or representative of the other party.

22. Change in Law. If there is a change in any federal or state law, regulation or rule which affects the Agreement or the activities of either party under this Agreement, or any change in the judicial or administrative interpretation of any such law, regulation, or rule and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's business operations or its rights or obligations under this Agreement, then the party may, upon written notice, require the other party to enter into good

faith negotiations to renegotiate the terms of this Agreement. If the parties are unable to reach an agreement concerning the modification of this Agreement within the earlier of forty five (45) days after the date of the notice seeking renegotiation or the effective date of the change, or if the change is effective immediately, then either party may immediately terminate this Agreement by written notice to the other party.

23. Regulatory Termination. If, prior to the expiration of the term of this Agreement, any federal, state or local regulatory body, including but not limited to The Centers for Medicare and Medicaid Services (CMS), Department of Health and Human Services (DHHS) or the Internal Revenue Service (IRS) determines that this Agreement is illegal or jeopardizes YRMC's tax exempt status or otherwise materially affects either party's business, then the affected party shall give the other party such notice as is reasonable in the circumstances and shall make available a reasonable period within which to cure. If no cure is implemented by the parties, then YRMC, in its discretion may terminate this Agreement with such notice as is reasonable under the circumstances.

24. Non-Exclusive Agreement. This Agreement is not exclusive. Accordingly, YRMC shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this Agreement and execution by YRMC of such Agreements shall not constitute a breach of this Agreement.

25. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

26. Corporate Authority. The individual(s) executing this Agreement on behalf of, or as a representative for a corporation or other person, firm, partnership or entity, represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the corporation, person, firm, partnership or other entity and that this Agreement is binding upon the entity in accordance with its terms.

27. Severability. If any provision of this Agreement, or any application thereof to any person, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application thereof to other persons or circumstances, shall not be impaired, and shall be enforced to the fullest extent permitted by law.

28. Force Majeure. Neither party shall be liable for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of the parties, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God.



29. Counterparts. This Agreement may be executed in one or more copies or counterparts, each of which when signed shall be an original, but all of which together shall constitute one instrument.

30. Governing Law. This Agreement shall be governed by the internal substantive law of the State of Arizona, without regard for conflicts of laws.

31. Integration. This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by a written instrument signed by both parties.

32. Notice. Any notice required to be given under this Agreement shall be in writing, and shall be deemed delivered when personally delivered or three (3) days after the same is sent by certified mail, postage prepaid as follows:

If intended to YRMC to:

Yavapai Regional Medical Center  
1003 Willow Creek Road  
Prescott, AZ 86301

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If intended to District to:

Humboldt Unified School District  
6411 North Robert Road  
Prescott Valley, AZ 86314

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**APPROVED:**

Yavapai Community Hospital Association

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 & Affiliates d/b/a Yavapai Regional

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 Medical Center

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By: \_\_\_\_\_

By: \_\_\_\_\_

**Its:** \_\_\_\_\_

**Signature Date:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Signature Date:** \_\_\_\_\_

Remainder of this page is intentionally left blank.

## **EXHIBIT A**

### **Services**

General healthcare services shall be rendered as needed, including but not limited to the following:

- Wellness and prevention visits including health history and physical examination
- Diagnosis and treatment of minor acute illnesses and stable chronic illnesses
- Immunizations under the Vaccines for Children Program (provided only on mobile clinic)
- Health care follow ups
- Health promotion counseling and guidance
- Age appropriate anticipatory guidance for normal growth and development and for risk reduction: cardiovascular, nutrition/obesity, tobacco, alcohol and drug use, school progress/success, social/emotional well being
- Health education regarding identified health problems
- Medications
- Selected basic laboratory tests based on YRMC Nurse Practitioner referral
- Referral to other community and health care agencies as appropriate

**EXHIBIT B**  
**Clinic Sites**

- Glassford Hill Middle School room 135 on Tuesdays when school is in session
- Mobile Clinic at various schools for special events as requested

CONSENT

Item 8H.

CTE Equipment

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # **8H**  
FROM: Dr. Christine Griffin, Executive Director of Educational Services & Innovation Reading  
DATE: July 13, 2021 Discuss  
SUBJECT: Disposal of CTE Equipment Action  
Consent X

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OBJECTIVE: Goal #1: To Raise the Level of Student Achievement

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### **SUPPORTING DATA:**

It is common practice that Arizona CTE departments from one district transfers equipment purchased with Federal dollars for a specific program such as Construction, once that program has been ended. Please see attached email from Audrey Dieken, (Grants Program Specialist from ADE) as it related to the disposal of equipment. Also refer to the attached document, EDGAR200.313 subsection (e) titled Disposition. The equipment listed below was purchased by HUSD for the Construction program that was located on the BMHS campus, but was outdated and stored for many years. The transferred equipment includes:

Tops retracto-glide-200294 (Radial Arm Saw)  
JET JWBS-20 -205612 (Bandsaw)  
Powermatic -205310-(Planer) CTE Tag 105  
Powermatic -203609 (Tablesaw) CTE Tag 106  
Delta -200292 (Scroll Saw)  
Powermatic -200295 (Edge Planer)  
Rockwell-200290 (Lathe) (2)  
Delta Sanding Center CTE Tag 107

### **SUMMARY & RECOMMENDATION:**

It is the recommendation that the HUSD Governing Board approve the transfer of property listed above to the Bagdad High School Construction Program.

### **Sample Motion:**

*I move to approve the transfer of property listed on this transmittal to Bagdad High School CTE Construction Program.*

Approved for transmittal to the Governing Board: \_\_\_\_\_

Mr. John Pothast, Superintendent

Questions should be directed to: Dr. Christine Griffin, Executive Director of Educational Services and Innovation at (928) 759-4010 and Dave Capka (928) 759-4199

**Dieken, Audrey**

Oct 29, 2020, 11:16 AM (21  
hours ago)

to me

Dave-

Please refer to the link below for the Equipment Disposition Federal policy under EDGAR 200.313 subsection (e) titled Disposition:

<https://www.govinfo.gov/content/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-sec200-313.pdf>

Your District is also required to maintain a policy on equipment disposal.

It is my understanding that you are to follow the stricter of the two policies. However, we do encourage reallocating/donating the items to another District (another federally awarded program) operating the program in your area.

Please let me know if you have additional questions or comments.

Thank you,  
Audrey

**Audrey Dieken**  
**Grants Program Specialist**  
**Arizona Department of Education**  
**Career and Technical Education**  
**602-350-5064**

## OMB Guidance

## § 200.313

(1) Retain title after compensating the Federal awarding agency. The amount paid to the Federal awarding agency will be computed by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where non-Federal entity is disposing of real property acquired or improved with a Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) Sell the property and compensate the Federal awarding agency. The amount due to the Federal awarding agency will be calculated by applying the Federal awarding agency's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the Federal award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When non-Federal entity is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.

(3) Transfer title to the Federal awarding agency or to a third party designated/approved by the Federal awarding agency. The non-Federal entity is entitled to be paid an amount calculated by applying the non-Federal entity's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property.

### § 200.312 Federally-owned and exempt property.

(a) Title to federally-owned property remains vested in the Federal government. The non-Federal entity must submit annually an inventory listing of federally-owned property in its custody to the Federal awarding agency. Upon completion of the Federal award or when the property is no longer needed, the non-Federal entity must report the property to the Federal awarding agen-

cy for further Federal agency utilization.

(b) If the Federal awarding agency has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority, unless the Federal awarding agency has statutory authority to dispose of the property by alternative methods (e.g., the authority provided by the Federal Technology Transfer Act (15 U.S.C. 3710 (i)) to donate research equipment to educational and non-profit organizations in accordance with Executive Order 12999, "Educational Technology: Ensuring Opportunity for All Children in the Next Century.'). The Federal awarding agency must issue appropriate instructions to the non-Federal entity.

(c) Exempt federally-owned property means property acquired under a Federal award the title based upon the explicit terms and conditions of the Federal award that indicate the Federal awarding agency has chosen to vest in the non-Federal entity without further obligation to the Federal government or under conditions the Federal agency considers appropriate. The Federal awarding agency may exercise this option when statutory authority exists. Absent statutory authority and specific terms and conditions of the Federal award, title to exempt federally-owned property acquired under the Federal award remains with the Federal government.

### § 200.313 Equipment.

See also § 200.439 Equipment and other capital expenditures.

(a) *Title.* Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project until funding for the project ceases, or until the



## OMB Guidance

## § 200.315

other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

(2) Except as provided in § 200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

### § 200.314 Supplies.

See also § 200.453 Materials and supplies costs, including costs of computing devices.

(a) Title to supplies will vest in the non-Federal entity upon acquisition. If

there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal government for its share. The amount of compensation must be computed in the same manner as for equipment. See § 200.313 Equipment, paragraph (e)(2) for the calculation methodology.

(b) As long as the Federal government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

### § 200.315 Intangible property.

(a) Title to intangible property (see § 200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313 Equipment paragraph (e).

(b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government



CONSENT

Item 8I.

AIA Declaration

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # <b>81</b>
FROM:	Clairinda Weatherwax, Athletic Director	Reading
DATE:	July 13, 2021	Discuss
SUBJECT:	AIA Declaration	Action
		Consent X
<hr/>		
OBJECTIVE:	Goal #2: To Focus on Planning for Future Student Needs	

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### **SUPPORTING DATA:**

This Declaration is being required every year from the Arizona Interscholastic Association, Inc. This document will need to be signed every year stating by being a part of the AIA we will follow the rules set by the AIA.

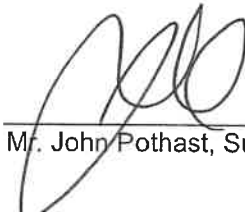
### **SUMMARY & RECOMMENDATION**

Signing the required Declaration Regarding Membership in the Arizona Interscholastic Association, Inc (AIA), which indicates we will conduct our school under the AIA bylaws, policies and procedures, we will allow Bradshaw Mountain High School to continue to participate in AIA events throughout the 2021-2022 school year. It is recommended that the Governing Board sign the Declaration.

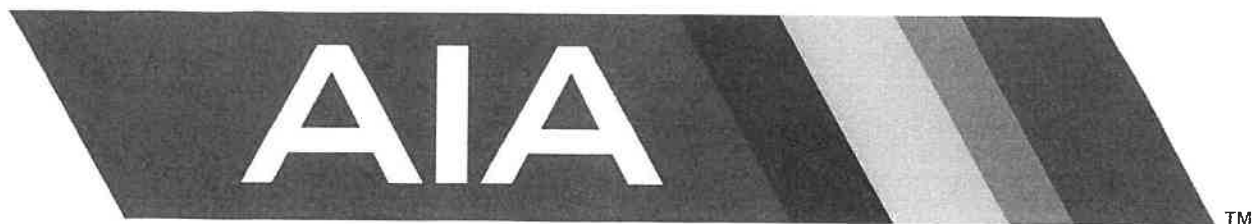
### ***Sample Motion:***

I move to approve signing of the AIA Declaration Regarding Membership in the Arizona Interscholastic Association, Inc. (AIA)

Approved for transmittal to the Governing Board:

  
\_\_\_\_\_  
Mr. John Pothast, Superintendent

*Questions should be directed to: Clairinda Weatherwax, Athletic Director BMHS (759-4125)*



DECLARATION REGARDING MEMBERSHIP IN  
THE ARIZONA INTERSCHOLASTIC ASSOCIATION, INC. (AIA)

Undersigned are authorized and responsible representatives of the following AIA member school: \_\_\_\_\_. They understand and agree, as a consideration of AIA membership, that they will conduct the school's AIA interscholastic programs in accordance with and adherence to the AIA Constitution, Bylaws, Policies and Procedures, and the decisions of the AIA Executive Board.

\_\_\_\_\_  
Governing Board / Superintendent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Athletic Director Signature

\_\_\_\_\_  
Date

***Due no later than September 1  
Submit to Tayler Coady ([tcoady@aiaonline.org](mailto:tcoady@aiaonline.org))***



CONSENT

Item 8J.

HomeTown Ticketing

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # <sup>85</sup> 85
FROM:	Clairinda Weatherwax, Athletic Director	Reading
DATE:	July 13, 2021	Discuss
SUBJECT:	Home Town Ticketing Renewal	Action
		Consent X
OBJECTIVE:	Goal #2: To Focus on Planning for Future Student Needs	
	Goal #3: To Increase Parental and Community Engagement	

### **SUPPORTING DATA:**

HomeTown Ticketing is a digital ticket platform that the Athletic Department would like to continue to utilize. The platform would be run through our athletic webpage so spectators would be able to purchase tickets prior to the game. Depending on how COVID goes this summer the plan is to offer both cash and Digital tickets for all home games at BMHS. If there is a change with COVID and we have to limit spectators, it gives us quick access to change to a digital ticket only process without having to change how the athletic department functions for home games.

HomeTown Ticketing will not charge the school to use their platform but charges the buyer a processing fee, which is \$1 per ticket + CC fees. They stated it would be around \$1.55 per ticket. We will go back to our normal fees (\$7 & 5 for football, \$6 & \$4 for all other events) which will allow the spectators a choice on what type of ticket they will purchase.

Length of contract will be from Oct 7, 2021- Oct 7, 2022.

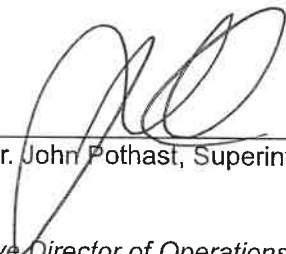
### **SUMMARY & RECOMMENDATION**

HomeTown Ticketing would provide digital tickets for spectators wanting to go through the digital ticketing format.

### ***Sample Motion:***

I move to approve the one year contract with HomeTown Ticketing to have digital ticketing as an option for athletic events at BMHS.

Approved for transmittal to the Governing Board:

  
Mr. John Pothast, Superintendent

Questions should be directed to: Kort Miner, Executive Director of Operations (759-5016)



CONSENT

Item 8K.

IGA w/Chino Valley USD

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # <b>8K</b>
FROM:	Patty Bitsilly, Director of Special Services	Reading
DATE:	July 13, 2021	Discuss
SUBJECT:	Intergovernmental Agreement (IGA) with Chino Valley Unified School District (CVUSD) for special education services (Program for students with Emotional Disabilities/ED-P) - Foundations Academy	Action Consent X
OBJECTIVE:	Goal #1: To Raise the Level of Student Achievement	

### **SUPPORTING DATA**

The Chino Valley Unified School District has requested continuing the intergovernmental agreement with Humboldt Unified for ED-P for up to three students in 9th-12th grade. The charge to Chino Valley for services per student per year is \$25,000, billed quarterly. The IGA allows for HUSD to terminate the agreement with a 30-day notice. This agreement has been reviewed by our legal counsel.

CVUSD is responsible for providing transportation and participating in the development of the student's IEP.


### **SUMMARY & RECOMMENDATION**

This agreement will allow Chino Valley Unified access to ED-P services for their students in 9th-12th grade and will provide funding to Humboldt Unified to provide those services.

### **Sample Motion**

*I move to approve the Intergovernmental Agreement with Chino Valley Unified School District for the school year 2021-2022 as presented.*

Approved for transmittal to the Governing Board:

  
Mr. John Rothast, Superintendent

*Questions should be directed to: Patty Bitsilly, 759-4031*

## **Intergovernmental Agreement**

**Date:** July 13, 2021

**Parties:** Humboldt Unified School District, an Arizona unified school district (“HUSD”);  
and

Chino Valley Unified School District No. 43, an Arizona unified school district (“CVUSD”)

### **RECITALS:**

1. HUSD operates an Emotional Disability-Private placement (“ED-P”) program. Through its ED-P program, HUSD provides the education and special education services described in this Intergovernmental Agreement.

2. HUSD and CVUSD may enter into an intergovernmental agreement to (a) procure goods or services, (b) jointly exercise powers common to the HUSD and CVUSD, and (c) take joint or cooperative action. *See* Ariz. Rev. Stat. § 11-952. The governing boards of the Parties are authorized to enter into this intergovernmental agreement pursuant to A.R.S. § 15-342(13).

3. HUSD and CVUSD wish to make this Intergovernmental Agreement to provide services for CVUSD ED-P students at HUSD, and to provide transportation to and from CVUSD for CVUSD ED-P students.

### **AGREEMENT:**

HUSD and CVUSD agree as follows:

**1. HUSD Responsibilities:** At the rates and under the terms as described in **Exhibit 2**, HUSD will provide educational services including ED-P private-placement programming to CVUSD students. HUSD shall provide these services by qualified personnel in accordance with all Arizona state guidelines and standards for ED-P programming. HUSD shall be responsible for discipline as necessary. The services are further described below.

**1.1** For each student, HUSD shall provide research-based behavioral and academic guidance in a therapeutic setting.

**1.2** HUSD shall develop individualized programming for each student.

**1.3** HUSD shall inform CVUSD in a timely manner concerning: (1) student individualized-education-program (IEP) meetings, triennial-review meetings, and other required or appropriate meetings; (2) coordination of each student’s transportation needs; (3)

CVUSD's financial responsibility for ED-P services provided to the student; and (4) the student's performance and progress, to be addressed in quarterly updates.

**1.4** HUSD shall meet or confer on at least a quarterly basis in person or by telephone with CVUSD representatives about each student's performance and progress.

**1.5** HUSD shall develop and monitor student IEP's, triennial-reports, and other appropriate records, for all students attending the HUSD program.

**1.6** HUSD shall arrange, IEP, FBA/BIP, and triennial-review progress meetings.

**1.7** HUSD shall communicate and meet with parents and/or outside agencies, as appropriate or required.

**1.8** HUSD shall provide related services of physical therapy, occupational therapy, counseling, psychologist, and speech therapy to the extent appropriate according to each student's IEP for the basic rate of \$25,000.00/student/year as indicated in Exhibit 2. Additional cost: unless otherwise agreed in writing, any other related services required by a student's IEP including but not limited to services of a one-on-one aide, will be provided by HUSD, at HUSD or another arranged location, and billed to CVUSD at actual cost.

**1.9** HUSD shall provide CVUSD quarterly financial reports on tuition and payments for each student.

**1.10** HUSD shall fully comply with all applicable federal and state laws, regulations, and related HUSD policies, including but not limited to policies and procedures on handling and dispensing medication.

**2. CVUSD Responsibilities.** To accomplish this Intergovernmental Agreement's purposes, CVUSD shall provide all information reasonably requested by HUSD in a timely manner. CVUSD shall also perform the following obligations:

**2.1** CVUSD shall designate a responsible, authorized person to: (1) serve as a point of contact for communicating with HUSD, attending meetings, and making decisions; (2) review and approve all IEP's, triennial-review reports, and FBA/BIP's as requested and applicable; (3) arrange individualized transportation needs; (4) attend in person (or designate at least one knowledgeable representative) or participate by telephone in all IEP, triennial-review, and other meetings scheduled by HUSD; (5) inform HUSD promptly of changes in each student's demographical information, health, and family circumstances; (6) regularly and timely communicate with HUSD regarding student transportation, meetings, and financial responsibility for the services provided; (7) deal with HUSD on all matters relating to this Intergovernmental Agreement.

**2.2** CVUSD shall ensure that (1) the parents or guardian of each student receive and are requested to sign the Parental Acknowledgment (**Exhibit 3**), and that CVUSD keeps each

student's parents or guardian fully informed of HUSD's services provided to the student under this Intergovernmental Agreement.

**2.3** CVUSD shall fully comply with all applicable federal and state laws, regulations, and related HUSD policies, including but not limited to policies and procedures on handling and dispensing medication.

**3. Program Criteria/Eligibility.** Both Parties acknowledge and agree that the ED-P program at HUSD will be operated pursuant to an application and assurances made by HUSD to the Arizona Department of Education regarding the eligibility criteria for students, the use of funds received, and the nature of the program to be offered. CVUSD warrants that students recommended for participation in the ED-P program have been determined to meet ED-P criteria as required by A.R.S. §15-765(D) and the Arizona Department of Education, and will share supporting records as necessary and appropriate. HUSD may review and confirm eligibility of students prior to accepting any candidate as a student in the program. CVUSD will also provide the verification in Exhibit 1.

**4. Change in Placement.** Parties acknowledge that special education law requires and allows a change in placement to the least restrictive environment that will provide Free Appropriate Public Education and also that a student's placement must consider health, welfare, and safety of the student and others in the classroom. A temporary or extended change in placement outside of HUSD's ED-P program may be required as appropriate, which may result in a student's withdrawal from the ED-P program at HUSD.

**5. Duration.** This Intergovernmental Agreement's shall be from the day approved by CVUSD's Governing Board through June 30, 2022 (the "Term"), unless terminated earlier as provided in Item 9. This Agreement shall not be automatically renewed.

**6. Payments.** HUSD shall invoice CVUSD quarterly for amounts due as set forth in Exhibit 2. Within 30 days after HUSD invoices CVUSD, CVUSD shall pay HUSD the invoiced amount. For each quarter that a student attends HUSD's program for eight school days or more, CVUSD shall pay HUSD a full quarterly payment. If a student attends HUSD's program for seven days or less in any quarter, CVUSD shall pay HUSD the prorated program cost for each day of actual attendance.

**7. Transportation.** CVUSD and HUSD will work together to the extent feasible to provide transportation for students to and from HUSD on an individualized student basis. In the event of an incident or accident while a student is being transported, the entity providing the transportation and supervision at the time of an incident shall be the party responsible for risk and expense. CVUSD assumes all transportation costs and responsibility for transportation of students unless transportation is specifically assumed for specific students by HUSD. For example, HUSD may agree to transport a specific student from Point A to HUSD on a HUSD bus. If the student will be late for or absent from the program, the CVUSD representative shall promptly notify the designated HUSD personnel. CVUSD shall notify HUSD of any student infractions on the ride to or from HUSD's program on the day of the infraction.

**8. Capacity.** The Parties acknowledge and agree that state requirements limit ED-P classrooms to a maximum of twelve (12) students with a teacher, paraprofessional, and third staff member available for crisis/behavior management, with a maximum four (4) year age range unless granted exception. HUSD reserves the option of capping the classrooms per grade range as follows:

9th-12th - up to 3 students (unless the classroom has reached 10 students)

This Agreement provides for acceptance of only three (3) students from CVUSD, as also indicated in Exhibit 2. Additional ED-P students from CVUSD may be accepted by HUSD subject to available capacity in an ED-P classroom as determined by HUSD in its sole discretion. If enrollment is proposed more than half way through any quarter, HUSD may admit the student commencing the next quarter.

**9. Termination.** CVUSD may terminate this Intergovernmental Agreement on 30-days' written notice. HUSD may suspend or terminate this agreement if deemed necessary upon loss of approval status or upon CVUSD's failure to make payment of amounts owed within thirty (30) days after written notice of overdue amounts. No part of the consideration already paid is refundable if HUSD has already provided ED-P services for CVUSD student(s) during the fiscal year in which CVUSD withdraws. On termination, each party shall retain any property purchased by that party for purposes of this agreement.

**10. Alternative Dispute Resolution.** Prior to filing a claim in any court, CVUSD and HUSD agree to submit any dispute between them arising out of or relating to this Intergovernmental Agreement to mediation with a trained mediator.

**11. Indemnification.** To the fullest extent permitted by law, CVUSD and HUSD shall indemnify and hold harmless each other and their respective officers, directors, members, consultants, agents, and employees from and against all claims for bodily injury and property damage, including reasonable attorneys' fees, costs, and expenses that may arise from each party's performance of or failure to perform this Intergovernmental Agreement, but only to the extent caused by the negligent acts or omissions of the party, its agents, or employees.

**12. Insurance.** Throughout this Intergovernmental Agreement's term, the parties shall maintain property and liability insurance applicable to all activities pursuant to this Agreement available to them through the Arizona School Risk Retention Trust or other insurer.

**13. Waivers of Subrogation.** CVUSD and HUSD waive all rights against each other and any of their agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Intergovernmental Agreement or other applicable property insurance, except the rights they have to proceeds of the insurance. A waiver of subrogation is effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the

insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

#### **14. Miscellaneous Provisions.**

**14.1 Governing Law.** This Intergovernmental Agreement's interpretation and performance are governed by Arizona law.

**14.2 No Waiver.** No action or failure to act by CVUSD or HUSD constitutes a waiver of any right or duty under this Intergovernmental Agreement, nor does the action or failure to act constitute approval of or acquiescence in a breach of the Agreement, unless CVUSD and HUSD memorialize the waiver or approval in writing and sign it.

**14.3 Entire Agreement.** This Intergovernmental Agreement represents the entire, integrated agreement between CVUSD and HUSD. The Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. The Agreement may be amended only by written instrument signed by CVUSD and HUSD.

**14.4 Third Parties.** Nothing contained in this Intergovernmental Agreement creates a contractual relationship with or a cause of action in favor of a third party against CVUSD or HUSD. This Agreement is not intended to benefit any third party.

**14.5 Binding Effect.** CVUSD and HUSD each bind themselves and their respective successors, assigns, and legal representatives each to the other and to the other's successors, assigns, and legal representatives with respect to this Intergovernmental Agreement's covenants, terms, and conditions.

**14.6 Notices.** All notices under this Intergovernmental Agreement must be in writing and sent to the Superintendent. Notices will be deemed properly given if sent by (1) personal delivery, (2) facsimile transmission, (3) first-class United States mail, postage prepaid, or (4) certified U.S. mail, postage prepaid, return receipt requested.

**14.7 Severability.** If any provision(s) of this Intergovernmental Agreement is/are invalid, illegal, or unenforceable for any reason, all other Agreement provisions shall nevertheless remain in full force and effect. If any provision(s) is/are inapplicable to any person or circumstance, the same provision(s) shall nevertheless remain applicable to all other persons and circumstances.

**14.8 Fingerprint and E-verify.** If required, and only to the extent required, the parties shall comply with the fingerprinting provisions in Ariz. Rev. Stat. § 15-512(H), the e-verify provisions in Ariz. Rev. Stat. § 41-4401, and the Federal Immigration and Nationality Act.

**14.9 Nondiscrimination.** The parties shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, disability, age,

veteran's status, or political affiliation. They shall comply with all applicable federal and state laws, rules, regulations, and executive orders.

**14.10 Conflict of Interest.** In accordance with Ariz. Rev. Stat. § 38-511, either party may cancel this Agreement for a prohibited conflict of interest.

**14.11 Counsel's Review and Approval.** CVUSD and HUSD will consult their attorneys for the purposes of reviewing and approving this Intergovernmental Agreement. Both parties waive any and all conflicts of interest arising out of possible joint representation of CVUSD and HUSD in reviewing and approving this Agreement. If a future dispute relating to this Agreement arises between the parties, the shared Attorney may not represent either party, and both parties shall retain separate counsel. The parties acknowledge that if they are required to engage separate counsel, the expense and inconvenience of the engagement may exceed that of having engaged their own separate counsel from the beginning.

This Intergovernmental Agreement is effective on the date approved by CVUSD's governing board.

**CVUSD:**

Dated \_\_\_\_\_, 2021

Chino Valley Unified School  
District No. 51

Approved as to form:

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Counsel for CVUSD

Dated \_\_\_\_\_, 2021

**HUSD:**

Humboldt Unified School District

Approved as to form:

\_\_\_\_\_  
Law Firm

By:

Richard Adler  
President, Governing Board

By:  
Counsel for HUSD





# **Exhibit 1**

## **Verification of Eligibility**

(To be signed by the Superintendent or Special Education Director of CVUSD)

1. I, \_\_\_\_\_ (title) of the Chino Valley Unified School District, hereby state that I have reviewed the facts and records related to the students listed on Exhibit 2, and hereby verify that each student is diagnosed with a disability as defined in A.R.S. §15-761.
2. No appropriate program exists within the school district and appropriate services for these students cannot be provided in traditional resource or self-contained special education classes.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **Exhibit 2**

HUSD agrees to enroll up to \_\_\_\_\_ (#) students in the ED-P Program from CVUSD. Additional students may be accepted only by signed written Addendum and an additional verification regarding the added student.

The fee for enrollment shall be \$25,000.00 per student\* per year, invoiced quarterly, to include special education and related services of occupational therapy, physical therapy, counseling, speech therapy and psychologist services to the extent appropriate according to each student's IEP, as described in Item 1.8.

\*Any additional related services, including but not limited to services of a one-on-one aide, will be arranged by HUSD and billed as an additional fee to CVUSD, at actual cost.

Students who will attend:

_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2021
_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2021
_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2021
_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2021
_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2021
_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2021
_____ Name or Initials	_____ Birthdate	_____ Age as of August 1, 2021

## **Exhibit 3**

### **HUSD ED-P Program Parental Acknowledgment**

I, \_\_\_\_\_, the parent and/or legal guardian of \_\_\_\_\_, affirm that I am legally authorized to make educational and legal decisions regarding my child attending in the HUSD ED-P program. I acknowledge the following is necessary for my child's benefit:

1. I need to complete the full enrollment packet provided to me by the HUSD and return it within 5 days.
2. I will notify HUSD if my child has been medically diagnosed with a psychiatric disorder and is currently taking medications.
3. I understand that if my child has been prescribed medications to treat his/her psychiatric disorder by a physician, HUSD will provide those medications as prescribed and has no authority to do otherwise HUSD does not provide or withhold the medication contrary to the specific instructions of the physician.
4. I understand that if my child has been diagnosed with a psychiatric disorder and is refusing to take his/her prescribed medications, or if I refuse to give my child their prescribed medications, this could possibly lead to the child displaying behaviors that could lead to a change of placement to a setting other than HUSD ED-P program.
5. I will notify HUSD of any medication changes, health changes, or familial changes that may affect the student's progress in the HUSD ED-P program.
6. I will cooperate to provide information or attend any meetings on reasonable notice that the HUSD deems necessary for my child's success.
7. I further understand that all ED-P programs must incorporate a therapeutic component by law, and that the ED-P program at HUSD includes a mental health component provided on a regular basis by a mental health professional. My child may receive counseling and/or mental health services while attending HUSD as determined by the IEP team.

\_\_\_\_\_  
Printed name of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date

# CONSENT

## Item 8L.

### 2021-22 Qualified Evaluators

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # <u>82</u>
FROM:	Dr. Christine Griffin, Executive Director of Educational Services & Innovation	Reading
DATE:	July 13, 2021	Discuss
SUBJECT:	Approval of 2021-22 Qualified Evaluators	Action
		Consent    X
OBJECTIVE:	Annual Requirement	

### SUPPORTING DATA

Per Arizona State Law 15-537.D., *The Governing Board shall designate persons who are qualified to evaluate teachers to serve as evaluators for the District's performance evaluation systems. The Governing Board shall assure that persons evaluating teachers are qualified to evaluate teachers.* The attached document is a list of *Qualified Evaluators* currently employed by the District. These individuals have or will have successfully completed Level I and Level II Qualified Evaluator training, prior to evaluating staff, sponsored by Arizona School Administrators or the District's thirty-two (32) seat hour Instructional Leadership training which includes:

- Foundations of Instruction for Instructional Leaders
- Instructional Supervision and Cognitive Coaching

District leaders also receive follow-up coaching sessions and an additional sixteen (16) seat hours of follow-up training and coaching sessions during their second year. These credentials fully meet the requirements of the law.


### SUMMARY & RECOMMENDATION

It is recommended that the Governing Board approve the list of qualified evaluators as presented.

### Sample Motion

*I move to approve the attached list of Qualified Evaluators for 2021-2022 to evaluate District staff for the 2021-2022 school year.*

Approved for transmittal to the Governing Board:

  
Mr. John Pothast, Superintendent

Questions should be directed to: Dr. Christine Griffin, Executive Director of Educational Services & Innovation, 759-4010

## **2021-2022 Qualified Evaluator List**

Brett Dahl, Bradshaw Mountain High School  
Rick Bradshaw, Bradshaw Mountain High School  
Laura Goligoski, Bradshaw Mountain High School  
Clairinda Weatherwax, Bradshaw Mountain High School

Candice Blakely-Stump, Glassford Hill Middle School  
Danette Derickson, Liberty Traditional School  
Charles Johnston, Liberty Traditional School  
Jessica Bennett, Bradshaw Mountain Middle School

Aimee Fleming, Lake Valley Elementary School  
Stephanie Rowe, Bright Futures Preschool  
Melissa Tannehill, Humboldt Elementary School  
Kimberly Grant, Mountain View Elementary School  
Patricia Scarpa, Granville Elementary School

John Pothast, District Office  
Kort Miner, District Office  
Patricia Bitsilly, District Office  
Dr. Christine Griffin, District Office  
Dr. Jennifer Medina, District Office

\*Jaime Stretton, Glassford Hill Middle School  
\*Michelle McCabe, Coyote Springs Elementary School

*\*Have not completed the required Evaluator Training, but are currently registered for the District's Evaluator Training in the early Fall. This training will be completed before the evaluation of certified staff begins. The evaluator training will be held virtually on September 9th and 10th as well as the 23rd and the 24th from 8 am - 12 pm.*





# CONSENT

## Item 8M

### Gifts and Donations

## **GIFTS & DONATIONS – July 13, 2021**

Stepping Stones

Donated a \$100 gift card to Glassford Hill Middle School Library

Lauren Hawkins w/ Prescott Valley Republican Women

Donated Walmart and Subway gift cards to the Family Resource Center

With a donor's value of \$100.00

Carvedwood Products, LLC

Donated a Shelf Cabinet to Liberty Traditional School

With a donor's value of \$1,000.00

Barbara Park Memorial Literacy Grant

Donated a \$500 Grant for books to Mountain View Elementary

Fain Signature Group, LLC

Donated 2 Polycom Sound Station 2 to the District

With a donor's value of \$150.00

Earth Resources Corporation

Donated \$500 to the District Office

# DISCUSSION

## Item 9A.

### HUSD Pandemic Update

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # <sup>9A</sup>
FROM:	John Pothast, Superintendent	Reading
DATE:	Tuesday, July 13, 2021	Discuss X
SUBJECT:	HUSD Pandemic Update	Action
		Consent

---

OBJECTIVE: Goal #2: Focus on Planning for Future Student Needs

---

### **SUPPORTING DATA:**


Superintendent Pothast and the Governing Board will discuss the current pandemic and Humboldt Unified School District's plans moving forward.

### **SUMMARY & RECOMMENDATION:**

### **Sample Motion:**

N/A

Approved for transmittal to the Governing Board:

  
Mr. John Pothast, Superintendent

Questions should be directed to: John Pothast, Superintendent (928)759-4000

# ACTION

## Item 10A.

BMMS Roof Replacement Project

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10A
FROM:	Kort Miner, Executive Director of Operations	Reading
DATE:	July 13, 2021	Discuss
SUBJECT:	Contractor Award for the Bradshaw Mountain Middle School Roof Replacement Project	Action X
		Consent
OBJECTIVE:	Board Goal #1: To Raise the Level of Student Achievement Board Goal #2: To Focus on Planning for Future Student Needs	

### **SUPPORTING DATA**

**This project will be funded through an approved Building Renewal Grant awarded to the District by the Arizona School Facilities Board (SFB).**

Pursuant to SB 1256, *School District Procurement Pilot Program*, Bradshaw Mountain Middle School was selected as the most appropriate roofing project for a Construction Manager at Risk (CM@R) Alternative Project Delivery Method (APDM). The Humboldt Unified School District Governing Board approved the determination to use an Alternate Project Delivery Method (APDM) for construction on June 9, 2020, as per A.A.C. R7-2-1106 (A).

On October 6, 2020, the Humboldt Unified School District Governing Board approved the Construction Manager at Risk (CMAR) award to SDB Contracting Services, Inc. for the roof replacement project at Bradshaw Mountain Middle School.

The District is now seeking the Governing Board's approval of the attached Construction Services CM@R Contract and GMP Cost Proposal from SDB Contracting Services, Inc. in the amount of \$940,089.55 for the construction of a new roof at Bradshaw Mountain Middle School. No purchase order will be issued and no construction will commence until the cost proposal has been approved by the Arizona School Facilities Board (SFB). The Contract and GMP Proposal has been reviewed and approved by legal services.

### **SUMMARY & RECOMMENDATION**

It is recommended that the Governing Board approve the Construction Services CM@R Contract and GMP Cost Proposal from SDB Contracting Services, Inc. in the amount of \$940,089.55 for the construction of a new roof at Bradshaw Mountain Middle School.

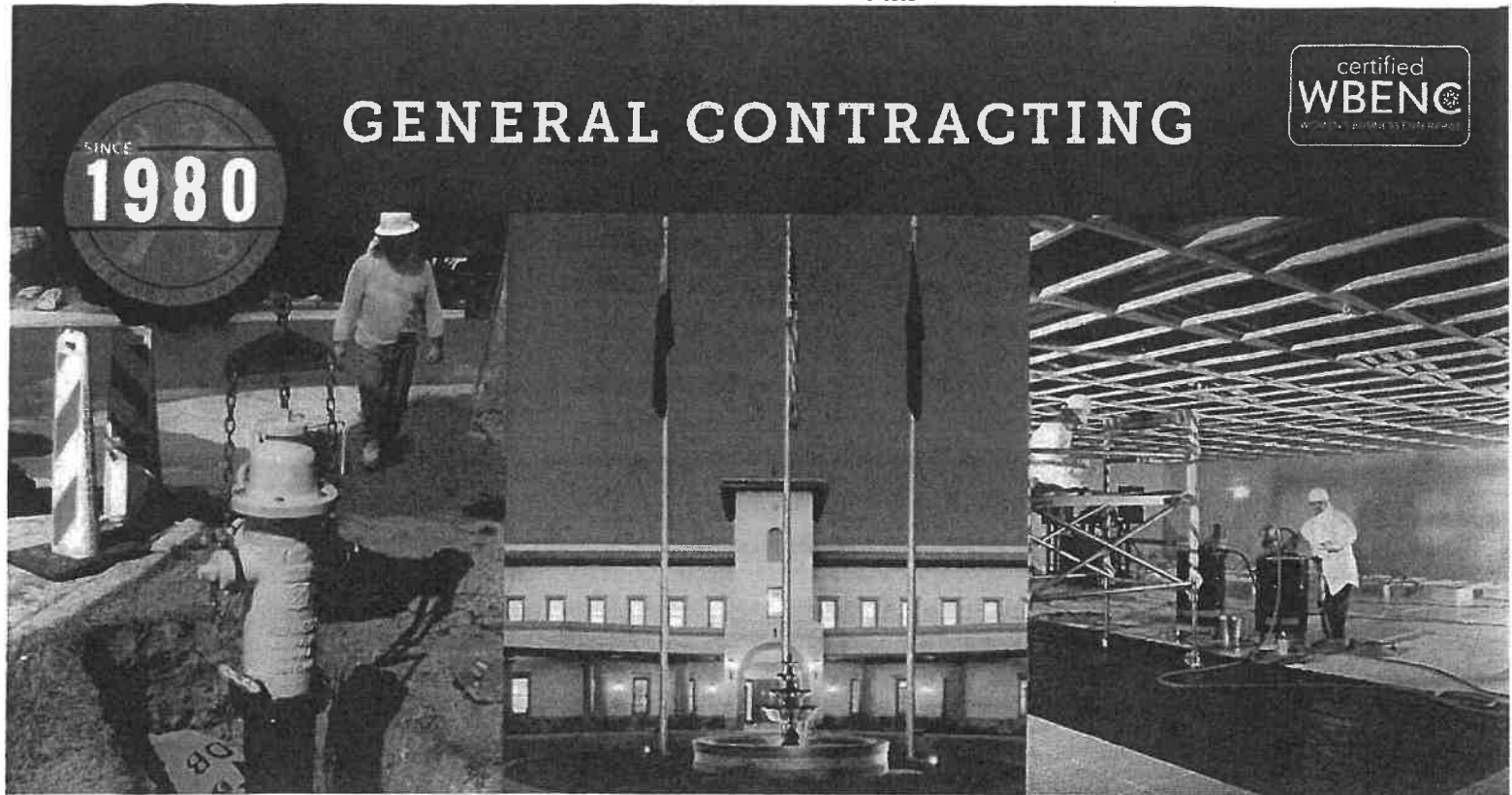
### **Sample Motion**

*I move to approve the Construction Services CM@R Contract and GMP Cost Proposal from SDB Contracting Services, Inc. in the amount of \$940,089.55 for the construction of a new roof at Bradshaw Mountain Middle School.*

Approved for transmittal to the Governing Board: \_\_\_\_\_

Mr. John Pothast, Superintendent

Questions should be directed to: Kort Miner, Executive Director of Operations (928) 759-5016



# GENERAL CONTRACTING

GENERAL & FACILITY CONTRACTING  
CMAR, JOC, & DESIGN-BUILD  
CIVIL / SITE SERVICES  
NEW CONSTRUCTION  
TENANT IMPROVEMENTS



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## COMPANY HISTORY

Since 1980, SDB has been performing General Contracting services across many sectors including education, healthcare, high-tech, retail, office, industrial, government, tenant improvement and site development. With the dedication of more than 350 employees, SDB has been recognized with numerous awards over the years. We believe the best results are achieved when people work together as a team. Our goal is to simplify the complexities of construction for our clients so that the process is efficient and rewarding.

### Please Contact:

Salvador Encinas, Senior Project Manager  
OFFICE (480) 967-5810 X249 | CELL (602) 818-7385  
1001 S. Edward Drive, Tempe, AZ 85281  
[Sal.Encinas@sdb.com](mailto:Sal.Encinas@sdb.com)



**SDB** CONTRACTING  
SERVICES

**SDB, Inc.**  
1001 S. Edward Drive  
Tempe, AZ 85281  
(480) 967-5810 Fax (480) 967-5841  
AROC # B- 070507 / A-175022

## BID PROPOSAL \*GMP\*

<b>CUSTOMER:</b>	<b>HUMBOLDT USD</b>	<b>BID DATE:</b>	<b>6/15/2021</b>
<b>ADDRESS:</b>	6411 N. Robert Rd.	<b>PROPOSAL NO.:</b>	<b>21-80-0010 Rev</b>
	Prescott Valley AZ 86314	<b>PROPOSAL TYPE.:</b>	<b>GMP</b>
<b>JOB DESC.:</b>	<b>HUSD Bradshaw Middle Re-Roof</b>		
<b>CONTACT:</b>	Jeannette Arnizen		

We are pleased to propose the following per information provided by the customer, site visit(s) & construction documents by SPS+  
The construction documents & specifications are: (1) set with (10) plan sheets dated 4/02/21 and (1) book of specs dated 4/8/21

**Bradshaw Mountain Middle School @ 12255 Turquoise Circle Dewey AZ 86321**

### Bradshaw Middle RE-ROOF

#### SUMMARY: (see enclosed Attachment A)

1 Asbestos demolition/disposal, selective demolition complete.....	\$69,338.00	10%
2 New roofing system and other details .....	\$464,970.00	66%
3 HVAC & Plumbing work support for new roofing .....	\$91,850.00	13%
4 Electrical work support for new roofing .....	\$62,496.00	9%
5 Other work / items in support for the new roofing .....	\$10,750.00	2%

#### DIRECT COST OF WORK:

**\$699,404.00**

Construction Fee	\$59,449.34	
General Conditions	\$60,708.27	
TAX* 4.128%	\$37,264.12	Yavapai C
Bond 1.000%	\$9,400.90	
Insurance 0.850%	\$7,362.93	
CM@R's Contingency .....	\$50,000.00	
HUSD Owner Contingency .....	\$16,500.00	\$66,500
<b>TOTAL:</b>	<b>\$940,089.55</b>	

**\$873,589.55**

SCHEDULE: See enclosed tentative MSP

\* HUSD contingency to be approved previous use. The cost of GC's, Fees, tax, bond and insurance is to be added as used.

#### CLARIFICATIONS

- 1) Work to be done in regular hours in one continuous operation. HUSD contingency to be mark-up as approved/used
- 2)
- 3) Quote good for 30 days. EPA/NESHAP abatement/demo permits are included

#### EXCLUSIONS

- 1) Architectural, drawings, engineering, LD's , special inspections, materials testing, CAD as-builts.
- 2) Premium time unless otherwise indicated. Phasing job. Any existing code violations. Prevailing wages.
- 3) Any rooftop solar array/lightning systems work, unforeseen conditions, antennas relocation, any HVAC units service or hail guards
- 4) Under roof insulation, interior repairs, in-between roof parapet ladders, skylights, paint @ buildings
- 5) Fire protection systems, any rooftop special systems not listed in the plans. Existing drains camera, jetting or repairs
- 6) Any items not in the construction documents & specifications

Thank you,  
**SDB, Inc.**

Salvador Encinas - sal.encinas@sdb.com (602)818-7385

Prepared by

Cody Jack

Reviewed by

Accepted by:

**HUMBOLDT USD**





# SDB CONTRACTING SERVICES

## BID PROPOSAL ATTACHMENT "A" \*GMP DETAILS\*

SDB, Inc.

1001 S. Edward Drive

Tempe, AZ 85281

(480) 967-5810 Fax (480) 967-5841

CUSTOMER: **HUMBOLDT USD**  
ADDRESS: 6411 N. Robert Rd.  
Prescott Valley AZ 86314  
JOB DESC.: **HUSD Bradshaw Middle Re-Roof**  
CONTACT: **Jeannette Arntzen**

BID DATE: **6/15/2021**  
PROPOSAL NO.: **21-80-0010 Rev**  
PROPOSAL TYPE.: **GMP**

### DETAILED SCOPE OF WORK AND OTHERS:

#### 1- ROOFING ABATEMENT, DEMOLITION & DISPOSAL:

aprox 25,000SF @ (3) Buildings

	COST	TOTAL	
1 Roof asbestos abatement and legal disposal at Administration & East/200 Buildings, include all NESHAP ..... and/or any other permits and final clean areas report, coordination with roofer contractor	\$49,300.00	\$49,300.00	DTC
1.1 3rd party environmental final visual inspection and final clear report upon completion of the asbestos removal \$769x2	\$1,538.00	\$1,538.00	DTC
2 Roof demolition and legal disposal at the West/100 Building, include all NESHAP, environmental permits, coordination .	\$18,500.00	\$18,500.00	DTC

#### 2- NEW UNDERLAYMENT, ROOF AND OTHER DETAILS:

aprox 25,000SF @ (3) Buildings

3 Inspect deck/plywood, remove and replace as needed, include re-do new crickets, lower or fix parapet overflows	\$24,892.00	\$24,892.00	Progressive
4 Cap existing drains & roof over, redo drains with scuppers and downspouts as needed	\$8,760.00	\$8,760.00	Progressive
5 Jack-up existing HVAC units in place so the abatement, demo & re-roofing can be done	\$4,000.00	\$4,000.00	Progressive
6 Furnish and install new parapet metal coping, include wood, sealer and any others per plans	\$28,000.00	\$28,000.00	Progressive
7 Furnish and install new SBS roof system and 1/4" underlayment fiber board, system with a 20 year M warranty	\$363,648.00	\$363,648.00	Progressive
8 SKYLIGHTS - there are (20) skylights 52"x28-1/2" each @ the East Building, include to remove ALL skylights and curb patch the roof with wood decking/plywood on (20) units & roof on top.	\$4,800.00	\$4,800.00	Progressive
9 Furnish and install (3) metal roof access safety ladders aprox 20' tall with lockable metal panel (secured), one at ea Bldg	\$3,900.00	\$3,900.00	Progressive
10 Wood deck replacement for 2,000 SF @ \$3/SF	\$14,400.00	\$14,400.00	Progressive
10.1 Performance & payment bond cost @ 1.5% .....	\$6,000.00	\$6,000.00	Progressive
	\$5,570.00	\$6,570.00	Progressive

#### 3- MECHANICAL WORK:

11 HVAC - Disconnect ductwork in all units needed to be lifted (jack-up), curbs for exhaust, per plans/specs	\$50,425.00	\$50,425.00	Child AC
12 HVAC - Include some duct curb extensions as may be needed, per site visit & plans	\$2,700.00	\$2,700.00	Child AC
13 HVAC - Furnish and install new standard commercial metal stands for all HVAC units, include the ones set on wood	\$12,483.00	\$12,483.00	Child AC
14 HVAC - Rework existing and/or install new condensate drains	\$3,468.00	\$3,468.00	Child AC
15 HVAC - Crane used @ 3 buildings to put down HVAC units	\$20,000.00	\$20,000.00	Child AC
15.1 HVAC - Disconnect and connect back gas pipe as needed to temporarily jack-up lift the units	\$2,774.00	\$2,774.00	Child AC

#### 4- ELECTRICAL & WORK:

16 Remove and relocate/raise any parapet main conduit runs at the 3 Buildings so the parapet can get new metal copings.	\$18,650.00	\$18,650.00	Stith E
17 Remove and relocate any conduit on top of the parapet, mostly for wall lights, relocate as needed .....	\$16,890.00	\$16,890.00	Stith E
18 Electrical rework, disconnect, re-connect HVAC units if a crane is used	\$6,550.00	\$6,550.00	Stith E
18.1 Remove and relocate any conduit-rigid main runs and others on top of the roof so roofing can be done.....	\$20,406.00	\$20,406.00	Stith E
Raise, disconnect & re-connect as needed, some replacement. Install back on new durablock about 2' high from new roof			

#### 5- OTHER WORK:

19 Parapet scupper lower, cap/seal roof drains, stucco/parapet minor repairs, grout block/ladder, remove fence/restore	\$10,750.00	\$10,750.00	SDB
<b>SUBTOTAL (Direct cost) .....</b>	<b>\$699,404.00</b>	<b>\$699,404.00</b>	
SDB Construction Fee	8.50%	\$59,449.34	\$59,449.34
SDB General conditions, supervision, safety, others	8.00%	\$60,708.27	\$60,708.27
SalesTax, Dewey AZ/ Yavapai County	4.1275%	\$37,264.12	\$37,264.12
SDB P&P Bond @ 1%	1.00%	\$9,400.90	\$9,400.90
SDB Insurance cost	0.85%	\$7,362.93	\$7,362.93
<b>SUBTOTAL .....</b>	<b>\$873,589.55</b>	<b>\$873,589.55</b>	
Contingency for Yavapai County permit fees		\$2,500.00	\$2,500.00
Contingency cost escalation/material increases		\$7,000.00	\$7,000.00
Contingency Utility Costs (per specs 01-2100-4 / 3.3 01)		\$2,000.00	\$2,000.00
Contingency Testing & Inspection (per specs 01-2100-4 / 3.3 02)		\$5,000.00	\$5,000.00
CM@R unforeseen conditions contingency.... (per specs 01-2100-4 / 3.3 03)		\$50,000.00	\$50,000.00
<b>TOTAL GMP COST .....</b>	<b>\$940,089.55</b>	<b>\$940,089.55</b>	<b>TOTAL: \$66,500</b>

\* Contingencies to be approved previous use. The cost of GC's, Fees, tax, bond and insurance is to be added as used.

# HUSD

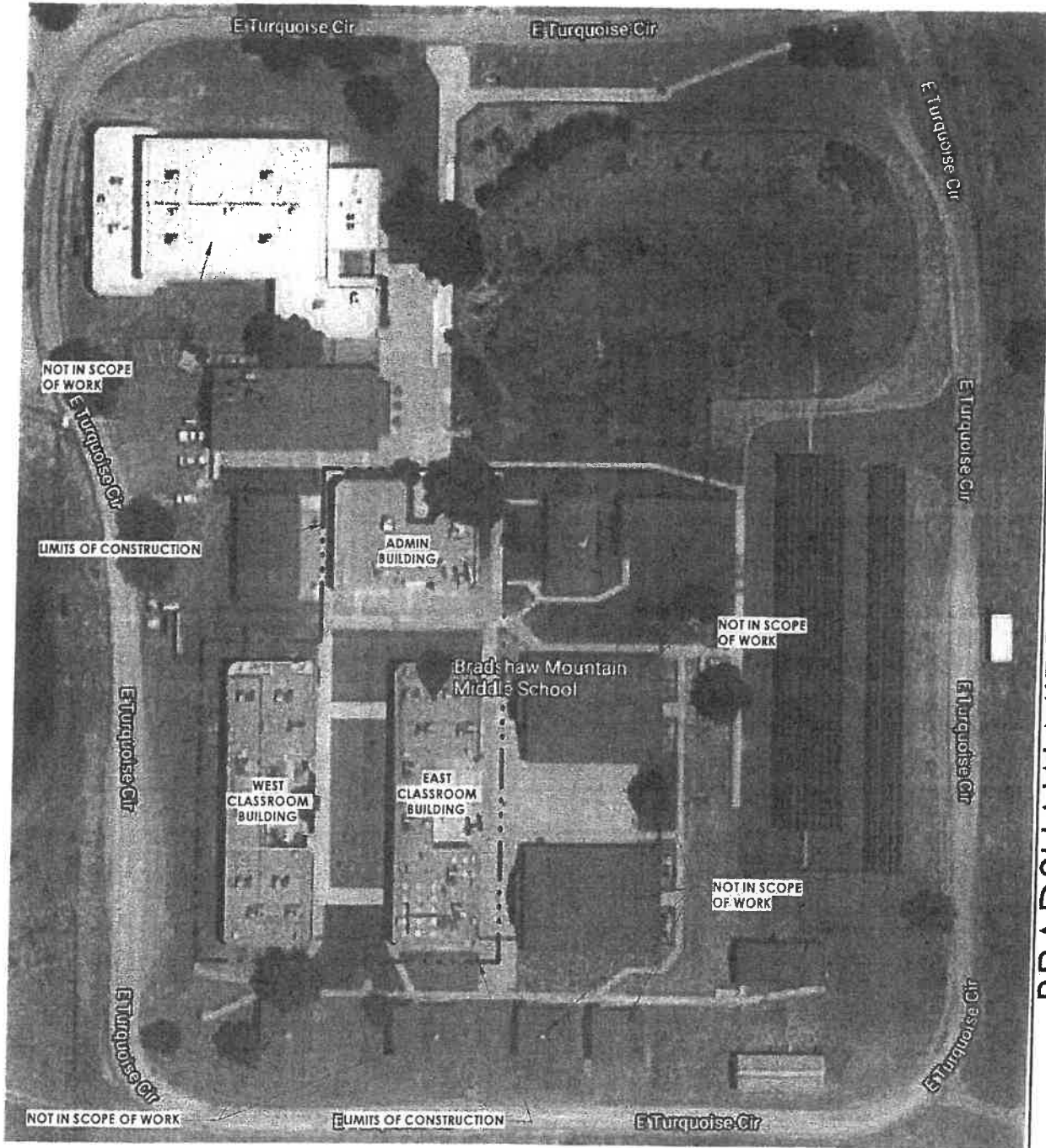
## Bradshaw Middle School RE-ROOF

### BIDS RECEIVED COMPARISON / SUMMARY

	Asbestos			
	<u>Demo</u>	<u>Roofing</u>	<u>Mechanical</u>	<u>Electrical</u>
TDC	\$ 69,338			
Spray Systems	\$ 78,900			
Viking SC	No-Bid			
Progressive R		\$ 452,400	* plus deck replace & bond	
LR Roofing S		\$ 493,675	* plus deck replace & bond	
Tecta America		\$ 516,484	* plus deck replace & bond	
Roofing SW		No-Bid		
Child AC			\$ 91,850 *①	
Imcor			\$ 119,300	
Karber Corp			No-Bid	
Stith Electric				\$ 62,496 *②
K2 Electric				\$ 67,956
Rosendin E				No-Bid

\*① : INCLUDES \$ 20,000 CRANE CONTINGENCY

\*② = INCLUDES \$ 6,550 ELECTRICAL WORK  
IF CRANE USED, CONTINGENCY



# 1 CAMPUS MAP

1/8" = 1'-0"



TO  
HIGHWAY 69

## BRADSHAW MIDDLE SCHOOL REROOF HUMBOLDT UNIFIED SCHOOL DISTRICT 12255 TURQUOISE CIRCLE DEWEY, AZ 86327 CAMPUS MAP

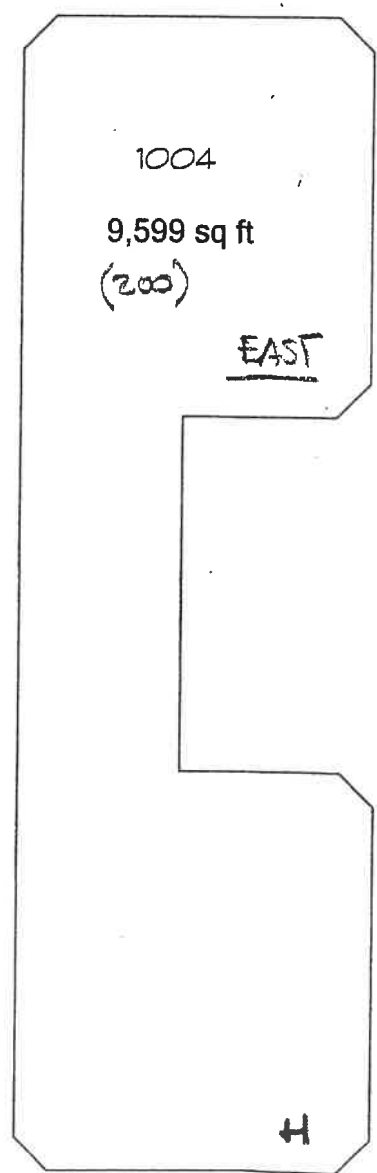
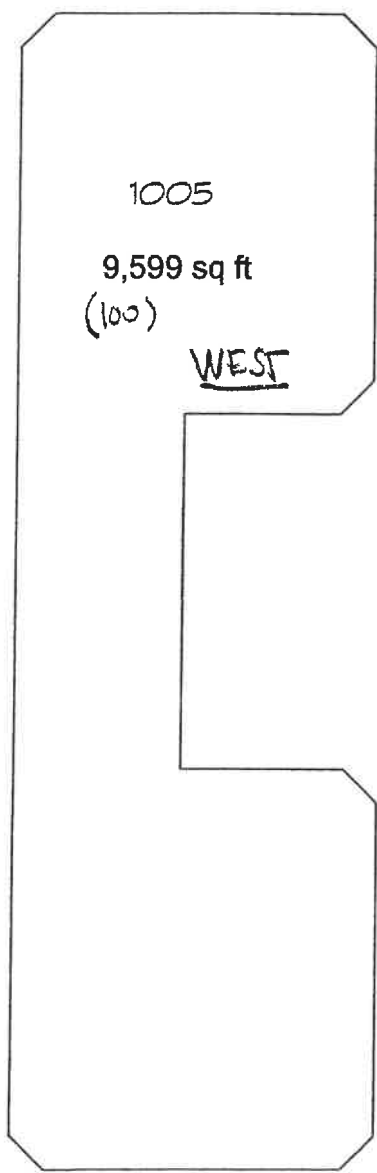
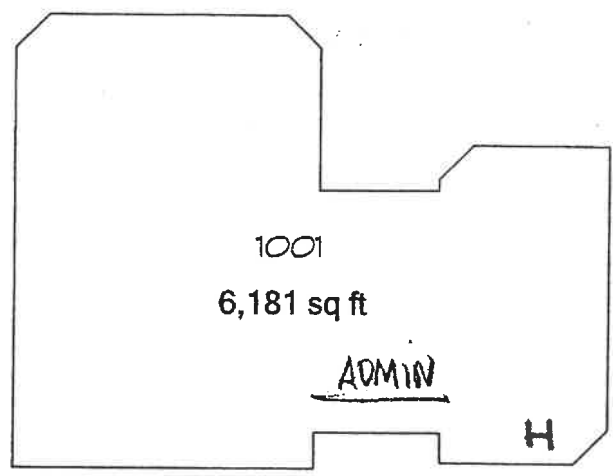
**SPS-H**  
**ARCHITECT**  
SPS+ARCHITECTS LLP  
8881 E VIA DE NEGOCIO | 1770 W. SAHARA  
SCOTTSDALE, AZ 85258 | TUCSON, AZ  
P: 480.991.0400 | F: 520.42

THIS DRAWING IS AN INSTRUMENT OF SERVICE & IS THE PROPERTY OF SPS+ARCHITECTS LLP & MAY NOT BE REPRODUCED OR REPRODUCTIONS HEREOF USED WITHOUT WRITTEN PERMISSION.

REVISIONS		
MARK	DATE	DESCRIPTION

Bradshaw Mountain  
Middle School  
12255 E Turquoise Cir.  
Dewey, AZ 86327

25,378 sq ft

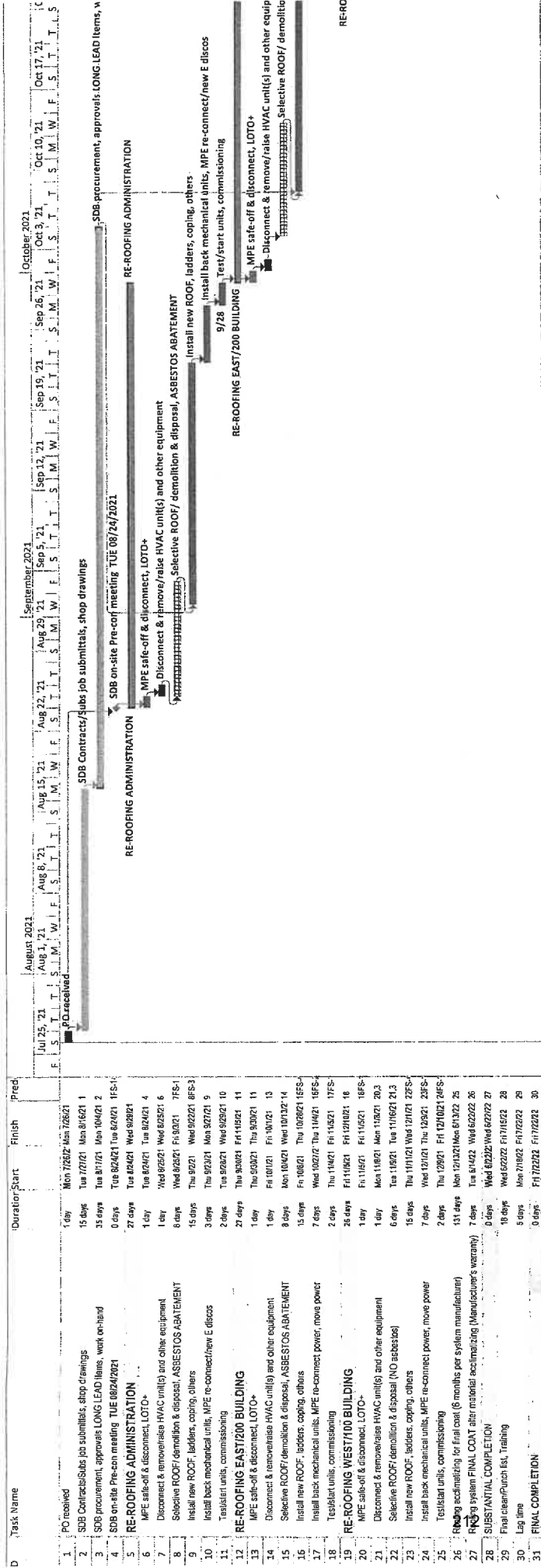


+ PARAPETS  
@ 1,300 LF @ 3' H.  
~ 4,000 SF  
→ 29,400 SF.

# 06-30-2021 PRE-CONSTRUCTION SCHEDULE

## HUSD Bradshaw Middle School RE-ROOFING Project

HUSD -SDB Inc - SPS+



**Salvador Encinas**  
Senior Project Manager

sal.encinas@sdb.com

(480) 967-5810 EXT 249

(602) 815-7385 MOBILE

www.sdb.com

1001 S. Edward Drive

Tempe, Arizona 85281

ARIZONA OREGON TEXAS WASHINGTON

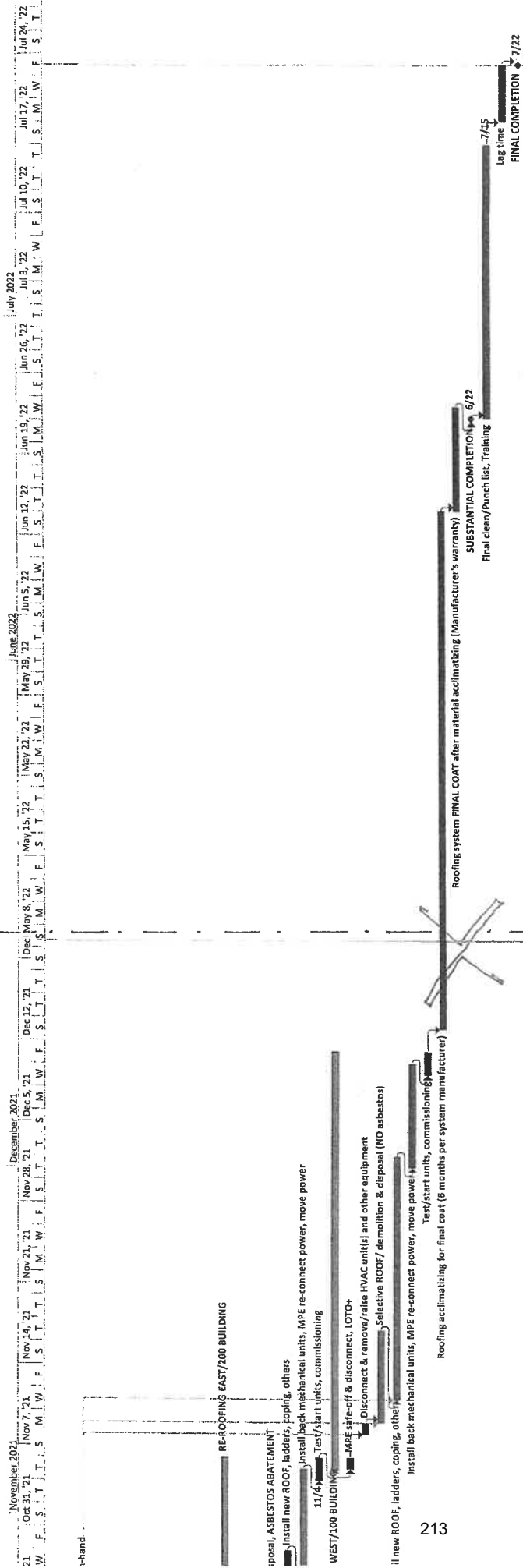
AT RUC 00027



**SDB**

# HUDS Bradshaw Middle School RE-ROOFING Project

HUDS -SDB Inc - SPS+



## EXHIBIT A - HOURLY RATE SCHEDULE

### HOURLY RATE REQUIREMENTS AND LIMITATIONS:

The schedule of hourly rates for employees of the CM@R and its Sub consultants follow and are based on the proposal submitted to the District on June 15, 2021. The definitions and limits below apply to the rates as submitted.

Directly Labor Cost is defined as the total amount actually paid by CM@R in salaries for its staff for time directly expended on the Project for services rendered. The maximum labor rate will be \$115.00 per hour.

Indirect Cost (Overhead) is defined as the general and administrative overhead burden. Indirect Cost will be calculated as a percentage of the Direct Labor Cost. The maximum allowable markup for indirect costs is 115% of the direct labor costs.

Fixed Fee is defined as a fixed amount to provide an operating margin, readiness to serve, risk, and profit. The maximum allowable markup for fixed fee is 10% of the direct labor and indirect costs.

### LIST OF EMPLOYEES AND SUBCONSULTANTS:

<u>Position</u>	<u>Direct Labor Rates</u>	<u>Total Labor Rate</u>
Project Manager	\$115.00	
Constructability Manager	\$95.00	
Scheduler	\$90.00	
Estimator	\$95.00	
Project Superintendent	\$85.00	
Project Engineer	\$75.00	
Administrative Assistant	\$65.00	
Other (listed separately) Journeyman	\$55.00	

## EXHIBIT B - GMP PROPOSAL FORM

### 1. Project Identification

- 1.1. This Project is for the **Bradshaw Mountain Middle School Roofing Project**:  
Bradshaw Mountain Middle School, 12255 E. Turquoise Circle, Dewey, AZ 86327

### 2. GMP Proposal Submission

- 2.1. GMP Proposal is to be submitted to **Ray Rosario at Humboldt Unified School District**.
- 2.2. The undersigned CM@R proposes and agrees, if this GMP Proposal is accepted, to enter into an Contract with District and to perform and furnish all Work as specified or indicated in the Contract Documents for the construction phase for Contract Price for the construction phase and within the Contract Times indicated in this GMP Proposal and in accordance with the other terms and conditions of those Contract Documents.
- 2.3. CM@R accepts all of the terms and conditions of the Request for Qualifications, CM@R's response to the RFQ, and the Contract for Pre-Construction Services. The GMP Proposal will remain subject to acceptance for **30** calendar days after received by the District. CM@R will sign and deliver the required number of counterparts of the Contract with the bonds and other documents required by the Contract Requirements for the construction phase within fifteen (15) days after the date of District's acceptance of the final GMP Proposal.
- 2.4. In submitting this proposal, CM@R represents, as more fully set forth in the Contract for the construction phase, that:
- 2.4.1. CM@R has examined and carefully studied the Contract Documents for the construction phase and the following Addenda receipt of all, which hereby acknowledged:  
(List Addenda by Number)
- None
- 
- 2.4.2. CM@R has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work
- 2.4.3. CM@R is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 2.4.4. CM@R has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Contract Documents for the construction phase. CM@R acknowledges that such new reports may not be complete for CM@R's purposes. CM@R acknowledges that District and Architect and/or Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents for the construction phase with respect to underground facilities at or contiguous to the site. CM@R has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CM@R and safety precautions and programs incident thereto. CM@R does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this GMP Proposal for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents for the construction phase.
- 2.4.5. CM@R is aware of the general nature of Work to be performed by District and others at the site that relates to Work for which this GMP Proposal is submitted as indicated in the Contract Documents for the construction phase.



- 2.4.6. CM@R has correlated the information known to CM@R, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents for the construction phase and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents for the construction phase.
- 2.4.7. CM@R has given Architect and/or Engineer written notice of all conflicts, errors, ambiguities or discrepancies that CM@R has discovered in the Contract Documents for the construction phase and the written resolution thereof by Architect and/or Engineer is acceptable to CM@R, and the Contract Documents for the construction phase are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this GMP Proposal is submitted.
- 2.4.8. This proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; CM@R has not directly or indirectly induced or solicited any person, firm or corporation to refrain from proposing; and CM@R has not sought collusion to obtain for itself any advantage over any other CM@R or over District.
- 2.4.9. The GMP was derived and is documented as set forth in the form and pursuant to the representation set forth on Exhibit B-1 attached hereto and made a part hereof.

### 3. GMP Proposal Schedule

- 3.1. CM@R will complete the Work in accordance with the Contract Documents for the construction phase and accept in full payment for the Work items listed below, the following Unit Prices and/or Proposal Prices, as applicable:

**GMP Proposal** (The sum of the computed totals for GMP Proposal Items 1 through 5 and the construction fee, general conditions, tax, bond, insurance & CM@R contingencies only):

**Nine hundred twenty-three thousand five hundred and eighty-nine Dollars and fifty five Cents**  
(Words)

**\$923,589.55**  
(Figures)

### 4. Time of Completion

- 4.1. CM@R agrees that the Work will be substantially complete within three hundred and thirty one (331 ) calendar days after the date when the Contract Time for the construction phase commences to run as provided in The Contract Documents for the construction phase, and completed and ready for final acceptance in accordance with The Contract Documents for the construction phase of within Thirty (30) calendar days after the date of the Notice to Proceed. The Final Completion Date shall be on or before 07/22/2022.
- 4.2. CM@R accepts the provisions of the Contract for the construction phase as to liquidated damages in the event of failure to complete the Work within the times specified in the Contract.

### 5. Attachments to GMP Proposal

- 5.1. List of Subcontractors for the construction phase.
- 5.2. Schedule of Manufacturers and Suppliers of Major Equipment and Material Items for the construction phase.
- 5.3. Exhibit B-1

### 6. GMP Proposal Terms and Signatures

- 6.1. Terms used in this GMP Proposal, which are defined in the General Conditions of the construction phase contract or the pre-construction phase contract will have the meanings indicated in those documents.

Submitted on 6/15/2021 (rev)\_\_\_\_\_.

6.2. If CM@R is a Corporation:

By: SDB Inc.  
(Corporation Name)

Signature: \_\_\_\_\_

Name and Title: Ed Riccio – CFO

Attest: \_\_\_\_\_

Name and Title: Salvador Encinas – Sr. PM

Business Address: 1001 S. Edward Drive, Tempe AZ 85281

Phone Number: 480-967-5810 Email Address: sal.encinas@sdb.com

State of Incorporation: AZ

## EXHIBIT B-1 – APPROVED GMP PROPOSAL

THE FOLLOWING APPLIES TO SUBMITTAL OF ANY GMP.

GMP submittal, one copy for review.

Three copies will be requested by the District prior to contract execution. The three copies will be punched as required for contract preparation.

### Table of Contents:

1. Scope of Work
  2. Summary of the GMP
  3. Schedule of Values – summary spreadsheet and backup documents
  4. List of Plans and Specifications used for GMP Proposal
  5. List of clarification and assumptions
  6. Project Schedule
1. Scope of work will consist of a brief description of the work to be performed by CM@R and major points that the CM@R and the District must be aware of pertaining to the scope. (normally one paragraph is sufficient.)
  2. A summary of the GMP with a total for each of the components of the GMP as listed in its definition in Article 1 as shown in the table below:

The general conditions fee includes bond and insurance cost. All costs should be listed individually for future use.

PROJECT #: 2020-004

DATE: 6/16/21

PROJECT NAME: HUDS Bradshaw Mountain Middle School Roofing Project

GMP SUMMARY				AMOUNT
A. Cost of work (Labor, Materials, Equipment, Warranty)				\$ 699,404.00
B. CM@R's Contingency				\$50,000.00
INDIRECT COSTS			RATE	
C. Construction Fee			8.5%	\$59,449.34
D. General Conditions			8.0%	\$60,708.27
D1 Payment and Performance Bonds			1%	\$ 9,400.90
D2 Insurance			0.85%	\$ 7,362.93
E. Sales Taxes			4.126%	\$37,264.12
			F. TOTAL GMP	\$923,589.55
			G. Owner's Contingency	\$16,500.00
			H. Contract Amount	\$940,089.55

### Formulas:

Total GMP:  $A+B+C+D+E = F$

Rates (Percentages) are calculated by dividing each amount by F, such as  $B/F$   $D/F$ , and  $D1/F$

**RFQ #2020-004**

**Humboldt Unified School District**

**Bradshaw Mountain Middle School Roofing Project**

**Construction Manager @ Risk Construction General Conditions**

**PART I GENERAL PROVISIONS**

**PART II GENERAL CONDITIONS: DEFINITIONS**

**PART III GENERAL CONDITIONS: INSURANCE AND BONDS, INDEMNIFICATION**

- 3.1 CM@R'S INSURANCE
- 3.2 REQUIREMENT OF CONTRACT BONDS
- 3.3 INDEMNIFICATION
- 3.4 SAFETY WARRANTY
- 3.5 NOTICE TO PROCEED

**PART IV – GENERAL CONDITIONS: COMMENCEMENT, PROSECUTION AND PROGRESS**

- 4.1 COMMENCEMENT
- 4.2 SUBCONTRACTORS
- 4.3 CM@R'S REPRESENTATIVE AND EMERGENCIES
- 4.4 CONTRACT DOCUMENTS
- 4.5 ERRORS AND OMISSIONS
- 4.6 QUALIFICATIONS FOR EMPLOYMENT
- 4.7 CHARACTER OF WORKERS
- 4.8 MAINTENANCE OF TRAFFIC
- 4.9 CLEANUP AND DUST CONTROL
- 4.10 SANITATION
- 4.11 WATER
- 4.12 CONSTRUCTION STAKING
- 4.13 BLUE STAKE
- 4.14 UTILITIES SHOWN ON THE PLANS
- 4.15 UTILITIES NOT SHOWN ON THE PLANS
- 4.16 DRIVEWAYS AND WALKS
- 4.17 TREES AND SHRUBBERY
- 4.18 IRRIGATION DITCHES AND STRUCTURES
- 4.19 ROADS AND FENCES
- 4.20 PROTECTION OF WORK AND CLEANING UP
- 4.21 METHODS AND EQUIPMENT
- 4.22 SUSPENSION OF WORK
- 4.23 DELAYS AND EXTENSION OF TIME
- 4.24 DISTRICT'S RIGHT TO CARRY OUT THE WORK
- 4.25 TERMINATION FOR BREACH OF CONTRACT
- 4.26 DISTRICT TERMINATION FOR CONVENIENCE

**PART V – GENERAL CONDITIONS: CONTROL OF WORK**

- 5.1 TIME OF WORK
- 5.2 ARCHITECT AND/OR ENGINEER TO INTERPRET CONTRACT DOCUMENTS
- 5.3 FORMAL PROTEST
- 5.4 PLANS
- 5.5 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS
- 5.6 COORDINATION AND INTERPRETATION OF PLANS AND SPECIFICATIONS
- 5.7 ORDER OF WORK
- 5.8 COOPERATION BETWEEN CM@RS
- 5.9 INSPECTION
- 5.10 LINES AND GRADES
- 5.11 USE OF SITE
- 5.12 SEPARATE CONTRACTS TO THE OWNER
- 5.13 TESTS

**PART VI – GENERAL CONDITIONS: CHANGES IN THE WORK**

- 6.1 CHANGES IN THE WORK
- 6.2 PRICING OF CHANGES
- 6.3 COST PLUS ADJUSTMENT
- 6.4 EFFECT ON SURETIES

**PART VII – GENERAL CONDITIONS: MATERIALS AND WORKMANSHIP**

- 7.1 GENERAL
- 7.2 SUBSTITUTION OF MATERIAL OR EQUIPMENT
- 7.3 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
- 7.4 MATERIALS FURNISHED BY THE DISTRICT
- 7.5 STORAGE OF MATERIALS
- 7.6 REJECTED MATERIALS AND WORK
- 7.7 GUARANTEE OF WORK – WARRANTY
- 7.8 NO EXERCISE OF AUTHORITY BY ARCHITECT AND/OR ENGINEER AND CONSTRUCTION MANAGER

**PART VIII – GENERAL CONDITIONS: LEGAL RELATIONS AND RESPONSIBILITY**

- 8.1 LAWS TO BE OBSERVED
- 8.2 HOURS OF LABOR
- 8.3 ALIEN LABOR
- 8.4 LABOR DISCRIMINATION
- 8.5 PERMITS AND LICENSES
- 8.6 PATENTED DEVICES, MATERIALS, AND PROCESSES
- 8.7 SURVEY LAND MONUMENTS
- 8.8 PROTECTION OF PERSON AND PROPERTY
- 8.9 CONSTRUCTION SAFETY PROGRAM AND RELATIONS
- 8.10 PROTECTION OF ANTIQUITIES
- 8.11 CONTINGENCIES
- 8.12 NON-RESPONSIBILITY OF THE OWNER
- 8.13 PROPERTY RIGHTS IN MATERIAL
- 8.14 MISCELLANEOUS WORK
- 8.15 PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK
- 8.16 ADMINISTRATIVE CLAIMS
- 8.17 E-VERIFY REQUIREMENTS
- 8.18 SCRUTINIZED BUSINESS OPERATIONS

**PART IX – GENERAL CONDITIONS: COMPLETION OF WORK, LIQUIDATED DAMAGES AND FINAL ACCEPTANCE**

- 9.1 FAILURE TO COMPLETE WORK WITHIN TIME FOR COMPLETION
- 9.2 COMPLETION/LIQUIDATED DAMAGES
- 9.3 FINAL CLEANING UP
- 9.5 RECORD DRAWINGS
- 9.6 FINAL ACCEPTANCE

**PART X – GENERAL CONDITIONS: PAYMENT**

- 10.1 GENERAL
- 10.2 PARTIAL PAYMENT
- 10.3 PAYMENT OF ITEMS IN SCHEDULE OF VALUES
- 10.4 PAYMENT FOR "EXTRA WORK" AND FOR "CHANGES" IN THE WORK
- 10.5 ASSIGNMENT OF PAYMENTS
- 10.6 FINAL PAYMENT AND CONTRACT CLOSEOUT

**PART XI – GENERAL CONDITION: MISCELLANEOUS**

RFQ #2020-004

- 11.1 E-VERIFY REQUIREMENTS
- 11.2 SCRUTINIZED BUSINESS OPERATIONS
- 11.3 RECORDS AND AUDIT RIGHTS
- 11.4 AGREEMENT SUBJECT TO APPROPRIATION

PERFORMANCE BOND

LABOR AND MATERIALS BOND

CERTIFICATE OF INSURANCE

NOTICE TO PROCEED

SPECIAL CONDITIONS

TECHNICAL SPECIFICATIONS

## PART I

### GENERAL PROVISIONS

#### **DISTRICT PROJECT MANAGER AND ARCHITECT AND/OR ENGINEER, CONSTRUCTION MANAGER AND ENGINEER**

- 1.1.1 This Project will be coordinated by the District Architect/Engineer ("A/E"), who will report the progress of the Work and compliance with the Contract Documents to the District. Generally, District Project Manager will (1) oversee the progress of the Work, (2) receive submittals, requests for information and other information from CM@R, (3) transmit submittals and other information as appropriate to Architect and/or Engineer, (4) make recommendations to District regarding Change Orders and request for extensions of time, (5) make recommendations to District regarding requests for payment, (6) maintain Project records, (7) determine Substantial and Final Completion of the Project, and (8) do other tasks related to the coordination of the Work. The District will also appoint a District employee to be the District's point of contact for all Project matters and who is referred to in the Contract Documents as Project Manager ("PM").
- 1.1.2 Generally, the A/E will review and approve shop drawings, make interpretations of the Contract Documents and make determinations regarding substitution of Methods and Materials. Other duties are set forth in the Contract Documents. Drawings and Specifications and copies thereof furnished by A/E are and shall remain the property of District. They are to be used only by the District and are not to be used by any other party for any other Project.
- 1.1.3 The PM will be a District employee appointed by the District during the construction and until final payment to the CM@R is made. All instructions to CM@R shall be forwarded through A/E and/or PM. The PM will have the authority to act on behalf of District only to the extent provided in the Contract Documents. CM@R shall not be relieved from CM@R's obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the A/E and/or PM in their administration of the Contract, or by inspections, tests or approvals required

## PART II

### GENERAL CONDITIONS

#### **DEFINITIONS**

The definitions set forth in the Pre-Construction Services Contract shall apply to these General Conditions.

## PART III

### GENERAL CONDITIONS

#### **INSURANCE AND BONDS; INDEMNIFICATION; NOTICE TO PROCEED**

##### **3.1 CM@R'S INSURANCE.**

- 3.1.1 **General:** CM@R agrees to comply with all District ordinances and policies, and state and federal laws and Arizona School District rules and regulations.

Without limiting any obligations or liabilities of CM@R, CM@R shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an AM Best, Inc. rating of A or above with policies and forms satisfactory to District. Failure to maintain insurance as specified may result in termination of this Contract at District's option.



- 3.1.2 No Representation of Coverage Adequacy: By requiring insurance herein, District does not represent that coverage and limits will be adequate to protect CM@R. District reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in the Contract Documents or failure to identify any insurance deficiency shall not relieve CM@R from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of the Contract.
- 3.1.3 Additional Insured: All insurance coverage and self-insured retention or deductible portions, except Workers Compensation Insurance, shall name, to the fullest extent permitted by law for claims arising out of the performance of the Contract, District, A/E, their agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract Documents.
- 3.1.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work or services required to be performed under the terms of subject Contract is satisfactorily performed, completed and formally accepted by District, unless specified otherwise in this Contract Documents.
- 3.1.5 Primary Insurance: CM@R's insurance shall be primary insurance as respects performance of subject Contract and in the protection of District as an Additional Insured.
- 3.1.6 Occurrence Basis: All insurance coverage shall be on an occurrence basis and not a claims made basis.
- 3.1.7 Waiver: All policies, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against District, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Work. CM@R shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.
- 3.1.8 Policy Deductibles and or Self Insured Retentions: The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to District. CM@R shall be solely responsible for any such deductible or self-insured retention amount. District, at its option, may require CM@R to secure payment or such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 3.1.9 Use of Subcontractors: If any Work under the Contract Documents is subcontracted in any way, CM@R shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting District and CM@R. CM@R shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 3.1.10 Evidence of Insurance: Prior to commencing any Work under the Contract Documents, CM@R shall furnish District with Certificate(s) of Insurance, or formal endorsements as required by the Contract Documents, issued by CM@R's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage specified in the Contract Documents and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as evidence of coverage, District shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. Such certificates shall identify the Project. If any of the above cited policies expire during the life of the Contract, it shall be CM@R's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:
- 3.1.10.1 District, A/E, their agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
- Commercial General Liability – Under ISO Form CG 20 10 or equivalent.
  - Auto Liability – Under ISO Form CA 20 48 or equivalent.
  - Excess Liability – Follow Form to underlying insurance as required.
- 3.1.10.2 CM@R's insurance shall be primary insurance as respects performance of Contract.

- 3.1.10.3 All policies, including Workers Compensation, waive rights of recovery (subrogation) against District, its agents, representatives, officers, directors, officials and employees for any claims arising out of Work performed by CM@R under the Contract Documents.
- 3.1.10.4 Certificate shall cite 30-day advance notice cancellation provision.
- 3.1.11 REQUIRED COVERAGE:
- 3.1.11.1 Commercial General Liability: CM@R shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit on a per project basis endorsed by means of ISO Endorsement CC-2503 1185 or equivalent. The policy shall cover liability arising from premises, operations, independent CM@Rs, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Offices, Inc. policy form CG 00 010 or equivalent thereof, including but not limited to, separation of insureds clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, District, Architect and/or A/E Engineer, their agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under Insurance Service Offices, Inc. Commercial General Liability Additional Insured Endorsement form CG 20 10, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in District, but only with respect to liability arising out of "your work" for that insured by or for you." CM@R, its successors and or assigns, is required to maintain Commercial General Liability insurance as specified hereunder for a minimum period of three (3) years following completion and acceptance of subject Work. CM@R shall submit Certificate of Insurance evidencing such Commercial General Liability insurance during said three year period containing all of the insurance requirements set forth herein including naming District, Architect and/or Engineer, their agents, representatives, officers, directors, officials and employees as Additional Insured as required. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be "follow form" equal or broader in in coverage scope than underlying insurance.
- 3.1.11.2 Vehicle Liability. CM@R shall maintain Business Automobile Liability insurance with a limit of \$3,000,000 each occurrence on CM@R's owned, hired, and non-owned vehicles assigned to or used in the performance of the Work. Coverage will be at least as broad as Insurance Services Office, Inc. coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of the Work, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, District, A/E, their agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Officers, Inc. Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any excess insurance is utilized to fulfill the requirements of this paragraph, such excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- 3.1.11.3 Worker's Compensation Insurance: CM@R shall maintain Worker Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of CM@R's employees engaged in the performance of the Work and shall also maintain Employers 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.
- 3.1.11.4 Builder's "All Risk": CM@R shall maintain Builder's "All Risk" Insurance in an amount not less than one hundred percent (100%) of the Contract price. Such policy shall include coverage for fire, lightening, vandalism, malicious mischief, riot, civil commotion, smoke, sprinkler leakage, water damage, windstorm, hail, earthquake, landslide, flood and collapse or loss due to the results of faulty workmanship during the Contract Time and until Final Acceptance of the Work by District. On pipeline and similar Projects where fire hazard is negligible or nonexistent, District may waive the requirement for fire insurance.

- 3.1.11.5 Railroad Protection Liability: If the Work involves a railroad right-of-way (as described in the Special Conditions) Railroad Protective Liability Insurance coverage is required in the amounts set forth in the Special Conditions.

### 3.2 REQUIREMENT OF CONTRACT BONDS.

- 3.2.1 Concurrently with the execution of the Contract and prior to initiating any work, CM@R shall furnish District the following bonds, which shall become binding upon the Award of the Contract to CM@R:

A Performance Bond in an amount equal to the full Contract Price conditioned upon the faithful performance of the Contract in accordance with Plans, Specifications and Conditions thereof. Such bond shall be solely for the protection of District. The Performance Bond shall remain in force the greater of (a) two years after Final Completion of the Work, or (b) until the expiration of all warranties and guarantees as required by the Contract.

A Payment BOND in an amount equal to the full Contract Price solely for the protection of the claimants supplying labor or Materials to CM@R or its Subcontractors in the prosecution of the Work provided for in such Contract. The Payment Bond shall remain in effect for at least one year after Final Completion of the Work.

- 3.2.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of this judgment such reasonable attorney's fees as may be fixed by a judge of the court.
- 3.2.3 Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1 of the Arizona Revised Statutes and any amendments thereto. The bonds shall be made payable and acceptable to District. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official.
- 3.2.4 Subcontractor Bonds: All Subcontractors whose total Project value exceeds \$100,000.00 shall provide Payment and Performance Bonds which meet the same requirements as Bonds required for CM@R.
- 3.2.5 All bonds shall be in strict compliance with A.A.C. R7-2-1103.

### 3.3 INDEMNIFICATION.

- 3.3.1 To the fullest extent permitted by laws and regulations, CM@R shall indemnify, defend and hold harmless District, PM, A/E ("Indemnitees") and their respective consultants and the officers, directors, employees, agents and other consultants of each and any of them for, from and against all claims, costs, losses and damages (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the Work, or on account of any act, claim or amount arising or recovered from the Workers' Compensation law, or arising out of the failure of CM@R or those acting under CM@R to perform the Work according to any federal or state statutes, ordinances, regulations, laws or court decree. It is the intent that Indemnitees shall, in all instances, be indemnified against all liability losses and damages of any nature whatsoever, for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of the Work, regardless of whether or not caused in part by any act of a person or entity indemnified hereunder. This provision shall survive termination or cancellation of the Contract Documents. The fact that not every claim, cost, loss or damage incurred may not be covered by CM@R does not diminish the indemnification obligation contained in this Section.
- 3.3.2 If any claim, action or proceeding is brought against Indemnitees by reason of any event that is the subject of this Contract and or described herein, upon demand made by Indemnitees, CM@R, at its sole cost and expense, shall pay, resist or defend such claim or action on behalf of Indemnitees by an attorney of CM@R, or if covered by insurance CM@R's insurer, all of which must be approved by Indemnitees,

which approval shall not be unreasonably withheld or delayed. Indemnitees shall cooperate with all reasonable efforts in the handling and defense of such claim. Included in the foregoing, Indemnitees may engage its own attorney to defend or assist in its defense. Any settlement of claims shall fully release and discharge the indemnified parties from any further liability for those claims. The release and discharge shall be in writing and shall be subject to approval by Indemnitees, which approval shall not be unreasonably withheld or delayed. If CM@R neglects or refuses to defend Indemnitees as provided by this Contract, any recovery or judgment against Indemnitees for a claim covered under this Contract shall conclusively establish CM@R's liability to Indemnitees in connection with such recovery or judgment, and if District desires to settle such dispute, Indemnitees shall be entitled to settle such dispute in good faith and CM@R shall be liable for the amount of such settlements and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

### 3.4 SAFETY WARRANTY

- 3.4.1 The CM@R not the District shall be responsible for safety on the project site, including but not limited to, providing or assuring a safe place for the performance of the construction, methods of construction employed by the CM@R, subcontractors, suppliers or other entities or their partners, officers, agents, employees, or occupancy by any person.
- 3.4.2 CM@R shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Yavapai County Health Department, Sanitary Code. CM@R shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility or as District Project Manager may determine, reasonably necessary to protect the life and the health of employees on the job, the safety of the public and to protect property in connection with the performance of the Work. Precaution shall be exercised by CM@R at all times for the protection of persons (including employees and District representatives) and property. CM@R shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State occupational safety and health acts, and standards and regulations promulgated thereunder.
- 3.4.3 CM@R warrants that CM@R is aware of and understands the hazards presented to persons, property and the environment relating to and arising out of the Work. In the event CM@R or any of CM@R's Subcontractors are working or operating in an unsafe manner, CM@R shall immediately take full and appropriate steps to assure the safety of those working in the job site. CM@R acknowledges District's right under this Contract to stop work if District determines the Work is not proceeding in a safe manner and may result in injury to persons or property. District, District Project Manager and Architect and/or Engineer shall not be liable for the costs incurred by CM@R if the Work is stopped for safety reasons. The District Project Manager, with District approval, shall issue a stop work order until the violation ceases. The District Project Manager shall immediately notify CM@R in writing of the reasons Work was stopped.

### 3.5 NOTICE TO PROCEED.

CM@R or Subcontractors shall not start Work on any part of the Project until Notice to Proceed has been issued by District. The Notice to Proceed will be sent to CM@R by certified mail or delivered to him in person. The date for the official start of the Contract will be set forth in the Notice to Proceed. The Notice to Proceed shall not be issued until the Contract has been executed and all insurance, bonds and other required documents have been submitted to District.

## PART IV

### GENERAL CONDITIONS

#### COMMENCEMENT, PROSECUTION AND PROGRESS

### 4.1 COMMENCEMENT.

- 4.1.1 Within fourteen (14) days after the Notice Of Award, a pre-construction conference will be held to establish a working understanding among the parties as to the Work and to discuss the schedules

referred to in Section 5.1, procedures for handling submittals, processing Applications for Payment, and maintaining required records.

4.1.1.1 The conference shall be attended by: CM@R and his superintendent, A/E, PM, Principal Subcontractors, Representatives of principal suppliers and manufacturers as appropriate, Others as requested by CM@R, District, or A/E.

4.1.1.2 The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include but not be limited to:

- a) Discussion of CM@R's Initial Construction Schedule (See Section 5.1);
- b) Transmittal, review, and distribution of CM@R's submittals;
- c) Processing applications for payment;
- d) Maintaining record documents;
- e) Critical work sequencing;
- f) Architect and/or Engineer's Instruction Bulletins and Change Orders;
- g) Use of premises, office and storage areas, security, housekeeping and District's needs;
- h) Major equipment deliveries and priorities; and
- i) CM@R's Safety Program.

4.1.1.3. The A/E will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

4.1.2 CM@R shall commence Work on or before the tenth (10th) day after the date set forth in the Notice to Proceed, and shall complete all Work under the Contract within the Contract Time.

#### 4.2 SUBCONTRACTORS.

4.2.1 Subcontracts shall be in accordance with, and CM@R shall be bound by, the following provisions:

- a) All subcontracts shall be subject to review and acceptance by District.
- b) All subcontracts shall be in writing and shall provide that all Work to be performed thereunder shall be performed in accordance with the terms of the Contract.
- c) The District will not accept additional costs for the CM@R requiring subcontractor to carry a payment and performance bond and reserves the right to audit all subcontractor contracts.
- d) True copies of any and all subcontracts shall be furnished to District; however, prices may be omitted.
- e) The subcontracting of any part of the Work will in no way relieve CM@R of his responsibility or liability or obligation under the Contract.
- f) All subcontracts and purchase orders for equipment shall state guaranteed delivery dates, at such times as determined by CM@R that will allow CM@R to complete the Project within the Contract Time.
- g) Subcontractor selection shall be in strict compliance with A.A.C. R7-2-1108(B)(11) and R7-2-1112(G).

4.2.2 If District has reasonable objection to any proposed Subcontractor, CM@R shall submit a substitute to whom District has no reasonable objection, and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued.

4.2.3 CM@R shall make no substitution for any Subcontractor, person or entity previously selected if District makes reasonable objection to such substitution.

#### 4.3 CM@R'S REPRESENTATIVE AND EMERGENCIES.

4.3.1 CM@R shall at all times be present at the Work in person or represented by a competent superintendent who shall supervise and direct the Work and shall be authorized by CM@R to receive and fulfill instructions from A/E and or PM.

4.3.2 CM@R shall supervise and direct the Work. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CM@R shall employ and maintain on the SITE a

qualified supervisor or superintendent who shall be designated in writing by CM@R as CM@R's representative at the site. The supervisor shall have full authority to act on behalf of CM@R and all communications given to the supervisor shall be as binding as if given to CM@R. The supervisor shall be present on the SITE at all times as required to perform adequate supervision and coordination of the Work.

- 4.3.3 Emergencies that may arise during the progress of the Work may require special effort or require extra shifts of men to continue the Work beyond normal working hours. CM@R shall be prepared in case of such emergencies from whatever cause, to do all necessary Work promptly.

#### 4.4 CONTRACT DOCUMENTS.

- 4.4.1 CM@R shall keep at the Site a copy of the Contract Documents and shall at all times give A/E and PM access thereto.
- 4.4.2 The documents that make up the Contract Documents are intended to be complete and complementary, and to prescribe a complete Work which CM@R shall perform in a manner acceptable to District and in full compliance with the terms of the Contract. CM@R shall provide District with a complete and operable Work, even though the Plans and Specifications may not specifically call out all items or items of work required of CM@R to complete his task. If any omissions are made of information necessary to carry out the full intent and meaning of the Contract Documents, CM@R shall immediately notify A/E and PM. A/E will make the necessary corrections for furnishing of detailed instructions. In case of discrepancies, the more stringent requirement shall govern.
- 4.4.3 Any drawings or Plans listed anywhere in the Specifications or Amendment thereto shall be regarded as a part thereof and of the Contract. Anything mentioned in these Specifications and not indicated on the Plans and not mentioned in these Specifications and indicated on the Plans shall be of the same force and effect as if indicated or mentioned in both.
- 4.4.4 CM@R shall perform the Work in accordance with the lines, grades, cross sections, and dimensions indicated on the Plans and detailed drawings.
- 4.4.5 Unless otherwise specified in the Special Conditions, CM@R shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, including, but not limited to, dust and traffic control measures, and to perform all Work involved in executing the Contract in a satisfactory and workmanlike manner within the Contract Time.
- 4.4.6 Anything in the Contract Documents notwithstanding, CM@R accepts the responsibility of constructing a watertight, weather tight Project.

#### 4.5 ERRORS AND OMISSIONS

- 4.5.1 The Plans are presumed to be correct, but CM@R shall be required to check carefully all dimensions before beginning the Work. If any errors or omissions are discovered, A/E and PM shall be so notified in writing. A/E will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications and shall issue appropriate A/E's Instruction Bulletins. Any such adjustments made by CM@R without prior review and acceptance shall be at his own risk. The settlement of any complication or disputed expenses arising from such adjustment shall be made by CM@R at his own expense.

#### 4.6 QUALIFICATIONS FOR EMPLOYMENT

- 4.6.1 No person under the age of sixteen (16) years for normal occupations, no person under the age of eighteen (18) years in hazardous occupations and no person currently serving a sentence in a penal or correctional institution shall be employed to perform any Work under this Contract. Each person working must provide proof of United States citizenship or legal work identification.

#### 4.7 CHARACTER OF WORKERS

- 4.7.1 CM@R shall have in place and enforce a drug-free workplace policy which complies with the requirements of the Drug-Free Workplace Act.
- 4.7.2 CM@R shall at all times employ sufficient labor and equipment for prosecuting the several classes of Work to full completion in the manner and time required by the Contract Documents.
- 4.7.3 All workmen shall be competent and have sufficient skill, knowledge and experience in their class of work and in the operation of equipment required to perform all Work properly and satisfactorily.
- 4.7.4 CM@R shall at all times enforce strict discipline and good order among its workmen and shall not permit the use of alcohol or controlled substances (without a medical authorization) at the Site.
- 4.7.5 Any person employed by CM@R or any Subcontractor who, in the opinion of District Project Manager does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of District Project Manager be removed from the Work by CM@R or Subcontractor employing such persons, and shall not be employed again in any portion of the Work without the approval of District Project Manager. CM@R or Subcontractor shall hold District harmless from damages or claims for compensation that may occur in the enforcement of this section.
- 4.7.6 Should CM@R or Subcontractor fail to remove such person as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, District may suspend the Work by written notice until such orders are complied with.
- 4.7.7 The CM@R agrees that no employee, or any subcontractor employee, is permitted to interact or in any way fraternize with any students or campus personnel at any time, unless necessary for construction related purposes or safety. No CM@R employee or subcontractor employee is allowed to use any school facilities including bathrooms or interior areas of the building for breaks. Smoking is prohibited at all times while on school property. These requirements are part of the responsibilities of the CM@R's full time on-site supervision of the project. Any violation of the requirements of this paragraph shall result in immediate removal of the CM@R's or subcontractor's employee from the projects.
- 4.7.8 CM@R hereby warrants that it will at all times during the term of this Contract strictly comply and cause all subcontractors and other vendors and persons to whom this law is applicable to comply with A.R.S. Section 15-512(H) and include like contractual provisions and all CM@R's subcontractors agreements relative to the work. CM@R shall ensure that required fingerprinting be timely completed, reviewed and that Fingerprint Clearance Cards (FCC's) are issued to all such persons.

Any breach of CM@R's or any subcontractor's warranty of compliance with the above-referenced laws or any other provisions of this section shall be determined to be a material breach of this Contract and the basis for terminating the Contract for cause.

District shall have the right at any time to inspect CM@R and any subcontractor's records in order to review compliance with this provision.

- 4.7.9 Registered Sex Offender Restriction. Pursuant to this Agreement, the CM@R agrees by acceptance of this Agreement that no employee or subcontractor of the CM@R, who is required to register as a sex offender pursuant to A.R.S 13-3821, will perform work on District's premises or equipment at any time when District's students are, or are reasonably expected to be present. This CM@R further agrees by acceptance of this Agreement that a violation of this condition shall be considered a material breach and may result in a cancellation of Agreement at the District's discretion.

#### 4.8 MAINTENANCE OF TRAFFIC.

- 4.8.1 CM@R's operations shall be in accordance with the Manual on Uniform Traffic Control Devices, Latest Edition. These operations shall cause no unnecessary inconvenience to the public and public access rights shall be considered at all times. Unless otherwise authorized in the Specifications or on a temporary basis by A/E, traffic shall be permitted to pass through the Work area. CM@R shall coordinate with the various agencies to include governmental, commercial and public, so that adequate services are maintained.

- 4.8.2 Safe and adequate pedestrian and vehicular access shall be provided and maintained to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, motels, hospitals, fire stations, police stations, residential properties and establishments of a similar nature.
- 4.8.3 Grading operations, roadway excavation and fill construction shall be conducted and maintained in such a manner as to provide a reasonably satisfactory and safe surface for vehicular and pedestrian traffic. When rough grading is completed, the roadbed shall be brought to and maintained in a reasonably smooth condition, satisfactory and safe for vehicular traffic at the posted speed limit. Pedestrian walkways shall be provided and maintained in a like manner. CM@R shall accomplish any additional grading operations and/or repairs, including barricade replacement or repairs during working and non-working periods which, in the opinion of District and/or A/E, are required.
- 4.8.4 In the event of abnormal weather conditions, such as windstorms and rainstorms, CM@R shall immediately inspect his Work area and take all necessary actions to ensure that public access and safety are maintained.
- 4.8.5 CM@R shall provide A/E and PM with the emergency phone number of his representatives.

#### 4.9 CLEANUP AND DUST CONTROL

- 4.9.1 Throughout all phases of construction, including suspension of Work, and until final acceptance of the Project, CM@R shall keep the Work area clean and free from rubbish, excess material and debris generated by construction activities.
- 4.9.2 CM@R shall take whatever steps, procedures or means required to prevent any dust nuisance due to his construction operations. The dust control measures shall be maintained at all times to the satisfaction of District Project Manager and in accordance with the requirements of the Yavapai County Bureau of Air Control Rules and Regulations, and applicable state law. CM@R shall be responsible for any citations issued as a result of any violation of applicable dust control and air quality laws, regulations and rules.
- 4.9.3 Failure of CM@R to comply with A/E or PM's cleanup orders may result in an order to suspend Work until the condition is corrected. No additional compensation or time will be allowed as a result of such suspension and A/E and PM have the authority to take such other measures as may be necessary to remedy the situation.

#### 4.10 SANITATION

- 4.10.1 CM@R shall provide suitable and adequate sanitary conveniences for the use of all persons employed on the Project. All sanitary conveniences shall conform to the regulations of the public authority having jurisdiction over such matters. At the completion of the Project, all such sanitary conveniences shall be removed and the premises left in a sanitary condition.
- 4.10.2 CM@R shall cooperate with and follow directions of the Arizona Department of Public Health Services and the Yavapai District Health Department with respect to sanitation facilities. State and County Public Health Service representatives shall have access to the Work wherever it is in preparation or progress, and CM@R shall provide proper facilities for such access and inspection.

#### 4.11 WATER

- 4.11.1 CM@R and each Subcontractor shall supply adequate pure cool drinking water with individual drinking cups for the use of employees on this construction. The quality of drinking water shall meet all applicable federal, state and local standards for drinking water.
- 4.11.2 It shall be the responsibility of CM@R to provide and maintain, at his own expense, an adequate supply of water for his use for construction and to install and maintain necessary supply connections and piping for same. Before final acceptance of the completed Project, all temporary connections and piping installed by CM@R shall be removed.
- 4.11.3 CM@R shall apply for a fire hydrant meter and pay for all construction water used at the current rates charged by District, if CM@R desires to obtain water from the distribution system at any point. If a



fire hydrant is taken out of service by the CM@R, the CM@R shall notify the City's Water Services Department and mark the hydrant as being 'Out of Service' as required by the City. Verify with the City's Water Services Department for special requirements on the use of fire hydrant water.

#### 4.12 CONSTRUCTION STAKING.

- 4.12.1 Construction staking will be made by CM@R in accordance with the technical requirements of local jurisdiction, unless otherwise provided in the Special Conditions. CM@R shall provide and pay for all building layout staking, including elevations and all other Project staking.
- 4.12.2 Replacement of construction stakes that have been knocked out due to CM@R's Work or lack of Work, weather conditions, traffic, vandalism or utility CM@Rs will be done at CM@R's expense.

#### 4.13 BLUE STAKE.

- 4.13.1 CM@R is required to notify Blue Stake (263-1100) prior to the excavation of any material in accordance with A.R.S. § 40-360.22. CM@R shall directly contact City for marking of electrical for traffic signals, sprinkler and irrigation facilities.

#### 4.14 UTILITIES SHOWN ON THE PLANS.

- 4.14.1 Regardless of what utilities are shown on the Plans, it shall be CM@R's responsibility to verify these locations and any additional lines which may exist through consulting with District, utility companies and/or "Blue Stake."
- 4.14.2 Existing utilities are indicated on Project Plans in accordance with the best information available. CM@R shall notify all owners of utilities when his Work is in progress. If a utility is damaged, the CM@R shall make such arrangements as are necessary to make emergency repairs, in a manner satisfactory to District.
- 4.14.3 If a utility is shown on the Project Plans and cannot be located by the CM@R any Work in conflict with the utility shall be delayed until the location of the utility is confirmed by the District. Costs associated with such delay will be borne by the CM@R.
- 4.14.4 No extra compensation will be made for the repair of any individual or house service utility or utility lines damaged by CM@R's labor forces or equipment, nor for any damage incurred through neglect or failure to provide protective barriers, lights and other devices or means required to protect such existing utilities.
- 4.14.5 CM@R shall expose all sanitary and storm sewers, water, gas, electric, telephone utility lines, and other underground structures that might interfere with the Work, in order to permit survey location prior to construction.
- 4.14.6 CM@R shall assume full responsibility for damages to any underground facility/utility properly shown on the Plans or properly located by the Utility Owner, as a result of failing to obtain information as to its location, failing to excavate in a careful and prudent manner, or failing to take measures for protection of the facilities/utilities. The CM@R is liable to the Owner of the Underground Facility/Utility for the total cost of the repair.

#### 4.15 UTILITIES NOT SHOWN ON THE PLANS.

- 4.15.1 If utility lines are encountered which are not shown on the Plans, and not located, or incorrectly located by the Utility Owner, other than individual or house service utility lines, and these lines are damaged or work is required to clear same, then local jurisdiction and A.R.S. § 40-360 shall apply.
- 4.15.2 The work necessary for the raising, lowering, or relocating of any such utility shall be at the Utility Owner's expense. The necessary Work may be done by the Utility Owner or by CM@R, or as a collaborative effort, at the option of the Utility Owner. All Work shall be in accordance with the standards of District and the Utility Owner.

- 4.15.3 In most cases, individual or house service utility lines are not shown on the Plans. It shall be CM@R's responsibility to locate and protect these individual or house services. If, due to CM@R's operations, any of these lines are damaged, he shall repair or replace these lines in a manner satisfactory to the owner of the utility at no extra cost to District. In addition, the cost of location, protection, and working around these individual or house service utility lines shall be included in CM@R's bid for the Work under this Contract.

#### 4.16 DRIVEWAYS AND WALKS.

- 4.16.1 Inconvenience caused by digging across driveways and sidewalks shall be kept to a minimum by restoring the serviceability of the drive or sidewalk as soon as possible. Before blocking driveways, CM@R shall notify the property owner. CM@R shall replace or repair any damage done to driveways and walks to not less than the condition existing prior to CM@R's Work. If it is necessary to leave an excavation open across driveways or sidewalks, CM@R shall provide temporary relief in the form of steel plates over the excavation.
- 4.16.2 Temporary paving replacement in front of business establishments shall be placed immediately following backfill and shall remain in place until the condition of the backfill is suitable for permanent pavement replacement.
- 4.16.3 Direct access shall be provided at all times to fire stations, fire hydrants, hospitals, police stations, and at all other agencies or services where emergencies may require immediate access to same.

#### 4.17 TREES AND SHRUBBERY.

- 4.17.1 All trees and shrubbery within the right-of-way or easements shall be protected by CM@R insofar as practicable. No trees or shrubbery shall be removed without the prior approval of District.
- 4.17.2 In the event shrubbery or trees must be trimmed or removed, CM@R shall notify the property owner to do so within a reasonable time prior to construction. All shrubbery or trees not removed by the property owner shall be trimmed or removed by CM@R and hauled from the job at CM@R's expense.
- 4.17.3 All trees, shrubs, hedges, brush, etc., designated on the Plans, or by District Project Manager for removal, shall be completely removed and disposed of as indicated on the Plans or specified.

#### 4.18 IRRIGATION DITCHES AND STRUCTURES.

- 4.18.1 CM@R shall contact the owners of any ditches, irrigation lines, and appurtenances which interfere with the Work and shall make arrangements for dry-up or scheduling of water deliveries. CM@R shall be liable for any damage due to irrigation facilities damaged by his operations and shall repair such damaged facilities to an "equal or better than" original condition.

#### 4.19 ROADS AND FENCES.

- 4.19.1 Streets and roads subjected to interference by the prosecution of this Work shall be kept open in compliance with Section 4.9 and maintained by CM@R until the Work is completed.
- 4.19.2 All fences located in easements, when damaged or temporarily removed, shall be restored to a condition equal to or better than the original condition. Such fences shall be restored at CM@R's expense.

#### 4.20 PROTECTION OF WORK AND CLEANING UP.

- 4.20.1 CM@R shall be responsible for the protection of all Work until its completion and final acceptance, and he shall at his own expense, replace damaged or lost material, or repair damaged parts of the Work, and CM@R and his Sureties shall be liable therefore.
- 4.20.2 CM@R shall remove from the vicinity of the completed Work all plant, surplus material or equipment belonging to him or used under his direction during construction. All surplus excavated material, concrete, plaster and debris of all kinds shall be removed from District's premises, streets or portions of

building or property at or adjacent to the site of the Work excepting that select material which may be required for refilling or grading the surface. Salvage material shall be stored at areas designated by District Project Manager. Where an area is indicated to be "cleared", all the weeds, vegetation, shrubs and trees shall be removed unless they are specifically noted not to be removed.

- 4.20.3 In the event of abnormal weather conditions, such as windstorms and rainstorms, CM@R shall immediately inspect his Work area and take all necessary actions to insure that the project Site is protected and maintained.

#### 4.21 METHODS AND EQUIPMENT.

- 4.21.1 The methods and equipment adopted by CM@R shall be such as will secure a satisfactory quality of Work and will enable CM@R to complete the Work in the time agreed upon. The selection and use of these methods and equipment is the responsibility of CM@R.
- 4.21.2 When the Specifications state the construction shall be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by Architect and/or Engineer. If CM@R desires to use a method or type of equipment other than those specified, he may make that request to A/E and PM. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that CM@R will be fully responsible for producing construction work in conformity with the Specifications. If, after trial use of the substituted methods or equipment, Architect and/or Engineer determines that the Work produced does not meet the Specifications, CM@R shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods, equipment and quality, or take such other corrective action as Architect and/or Engineer may direct. No change will be made in basis of payment of the construction items involved nor in Contract Time as result of authorizing a change in methods or equipment under these provisions. CM@R may appeal a decision of Architect and/or Engineer under this Section to the District. Any such appeal must be made in writing within forty-eight (48) hours of Architect and/or Engineer's decision or the right to appeal is waived.

#### 4.22 SUSPENSION OF WORK.

- 4.22.1 In case of suspension of Work from any cause whatever, CM@R shall be responsible for the protection of all Materials and equipment. CM@R shall provide suitable drainage and erect temporary structures where necessary to protect the Materials and equipment.

#### 4.23 DELAYS AND EXTENSION OF TIME.

- 4.23.1 If CM@R finds it impossible for reasons beyond his control to complete the Work within the Contract Time as specified or as extended, he shall immediately submit a written request to A/E with a copy to PM for an extension of time setting forth therein the reasons that he believes will justify the granting of his request. Delay will only be granted if it affects the critical path or the schedule. CM@R's plea that insufficient time was specified is not a valid reason for extension of time. If District finds that the Work was delayed because of conditions beyond the control and through no fault of CM@R, he may extend the Contract Time in such amount as the conditions justify. The extended Contract Time shall then be in full force and effect the same as though it were the original Contract Time.
- 4.23.2 In setting the Contract Time, it has been assumed that up to 10 Working Days may be lost as a result of weather conditions which will slow down the normal progress of Work; therefore, no extensions in Contract Time will be allowed for the first 10 Working Days lost due to bad weather conditions.  
**Negotiated at time of GMP.**
- 4.23.3 To receive consideration, a request for extension of time must be made in writing to District Project Manager stating the reason for said request, and such request must be received by District Project Manager within forty-eight (48) hours following the end of the delay-causing condition.
- 4.23.4 A/E shall ascertain the facts and extent of the delay, and its findings of the facts thereon shall be final and conclusive.

4.23.5 An extension of time may only be granted by District after the expiration of the time originally fixed in the Contract or as previously extended, and the extension so granted shall be deemed to commence and be effective from the date of such expiration. Any extension of time shall not release the sureties upon any bond required under the Contract.

4.23.6 District's, A/E's or PM's liability for delay from any cause shall be limited to granting a time extension to CM@R and there is no other obligation, expressed or implied, on the part of District or AE to CM@R for delay from any cause. An extension of Contract Time shall not release the sureties of their obligations, which shall remain in full force until the discharge of the Contract.

#### 4.24 DISTRICT'S RIGHT TO CARRY OUT THE WORK.

4.24.1 If CM@R defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within ten (10) DAYS after receipt of written notice from District to commence and continue correction of such default or neglect with diligence and promptness, District may without prejudice to any other remedy District may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due CM@R the cost of correcting such deficiencies, including compensation for A/E's and PM's and District Project Manager's additional services made necessary by such default, neglect or failure. If the payment then or thereafter due CM@R are not sufficient to cover such amount, CM@R shall pay the difference to District.

#### 4.25 TERMINATION FOR BREACH OF CONTRACT.

4.25.1 If CM@R refuses or fails to prosecute the Work or any separable part thereof in accordance with the Plans and Specifications or with such diligence as will ensure its completion within the time specified herein, or an extension thereof, or fails to complete such Work within time, or if he or any of its Subcontractor(s) should violate any of the provisions of the Contract, District may terminate this Contract.

4.25.2 In the event of any such termination, District shall immediately serve written notice thereof upon the Surety and CM@R, and the Surety shall have the right to take over and perform the Contract; provided however, that if the Surety within fifteen (15) DAYS after the serving upon it of a notice of termination does not give District written notice of its intention to take over and perform the Contract and does not commence performance thereof within thirty (30) DAYS from the date of serving said notice, District may take over the Work and prosecute the same to completion by Contract or by any other method District may deem advisable. District may, without liability for so doing, take possession of and utilize in completing the Work such Materials, appliances, plants and other property belonging to CM@R that may be on the site of the Work and be necessary therefore. For any portion of such Work that District elects to complete by furnishing employees, Materials, tools and equipment, District shall be compensated for such in accordance with the schedule of compensation for force account work in the section on payment for changes in the Work.

4.25.3 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

#### 4.26 DISTRICT TERMINATION FOR CONVENIENCE.

4.26.1 The District reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the District without penalty or recourse. Upon receipt of the written notice, the CM@R 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 District. In the event of termination under this paragraph, all documents, data and reports prepared by the CM@R under the Contract shall become property of and be delivered to the District. The CM@R shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R7-2-1125 shall apply; however, no other amounts, including claims for lost profits, lost opportunities, mobilization, de-mobilization or any other claims shall be paid by the District.

## PART V

### GENERAL CONDITIONS

#### CONTROL OF WORK

#### 5.1 TIME OF WORK

##### 5.1.1 Initial Construction Schedule.

Prior to the pre-construction meeting, CM@R shall furnish to A/E and PM one (1) hard copy and one (1) copy in electronic format of an Initial Construction Schedule.

The Initial Construction Schedule shall be based on and incorporate the Contract Milestone and Completion Dates specified in the Contract Documents.

The Initial Construction Schedule shall indicate the detailed plan for the work to be completed in the first ninety (90) days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of Materials and equipment. Work beyond ninety (90) days shall be shown in summary form.

5.1.1.1 The Initial Construction Schedule shall be a timescaled Critical Path Method (CPM) type schedule, prepared in a Computer Software version that is acceptable to the A/E and PM.

5.1.1.2. The Initial Construction Schedule shall be cost loaded. The accepted cost loaded schedule will be used as a basis for monthly progress payments until acceptance of the Construction Schedule. Use of the Initial Construction Schedule for progress payments shall not exceed 30 days.

5.1.1.3 Overall time of completion and time of completion for each milestone shown on the Initial Construction Schedule shall adhere to the times in the Special Conditions, unless an earlier (advanced) initial time of completion is requested by CM@R and agreed to by District Project Manager. Any such agreement shall be formalized by a Change Order.

A/E will review the Initial Construction Schedule for conformance with the requirements of the Contract Documents. A/E will return the Initial Construction Schedule with comments within seven (7) days after receiving it from CM@R.

##### 5.1.2 Construction Schedule Development

Within twenty-one (21) days after receiving the Notice to Proceed, CM@R shall submit a detailed proposed Construction Schedule presenting an orderly and realistic plan for completion of the Work, in conformance with the requirements of the Contract Documents.

The proposed Construction Schedule shall furnish or comply with the following requirements:

- A. A time scaled cost and manpower loaded CPM type schedule.
- B. No activity on the schedule shall have a duration longer than fourteen (14) days, with the exception of fabrication and procurement activities, unless otherwise approved by A/E if the Project is a horizontal project (road, sewer, water improvements). Activity durations shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity. No weather extensions will be allowed for days not shown as workdays on the CPM schedule.
- C. Procurement of major equipment, through receipt and inspection at the Site, identified as a separate activity.
- D. District furnished Materials and equipment if any, identified as separate activities.
- E. Dependencies (or relationships) between activities.

- F. Processing/approval of submittals and shop drawings for major equipment. Activities that are dependent on submittal acceptance and/or Material delivery shall not be scheduled to start earlier than the expected acceptance or delivery dates.
- G. The total cost of performing each activity. This cost shall be the total of labor, material, equipment, including overhead and profit. The sum of the cost for activities shall equal the total contract value.
- H. Fourteen (14) days for developing punch list(s), completion of punch list items, and final clean up for the Work or any designated portion thereof. No other critical activities shall be scheduled during this period.
- I. Interface with the Work of other contractors (or entities).

CM@R shall submit to A/E and PM one hard copy and one copy in electronic format of the Construction Schedule.

A/E will review the proposed Construction Schedule for conformance with the requirements of the Contract Documents. Within seven (7) days after receipt, A/E will accept the Construction Schedule or will return it with comments. If the proposed Construction Schedule is not accepted, CM@R shall revise the schedule to incorporate comments and resubmit the schedule for acceptance within seven (7) days after receiving it. The accepted schedule shall become the Contract Schedule. If the accepted schedule indicates the project will be completed earlier than the contract completion date, the float time generated belongs to the District. The District may require the CM@R to perform additional scope of work during the float time with no additional General Conditions to the CM@R.

The Contract Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. The responsibility for developing the Contract Schedule and monitoring actual progress as compared to the schedule rests with CM@R.

Failure of the Contract Schedule to include any element of the Work or any inaccuracy in the Contract Schedule will not relieve CM@R from responsibility for accomplishing all the Work in accordance with the Contract

Acceptance of the Contract Schedule will not relieve CM@R of the responsibility for accomplishing the Work in accordance with the Contract.

#### 5.1.3 Monthly Updates.

CM@R shall submit to A/E and PM each month an upto-date status report of the work. The status report shall include:

- A. CM@R's estimated percentage complete for each activity not yet complete.
- B. Actual start/finish dates for activities as appropriate.
- C. Identification of processing errors, if any, on the previous update reports.
- D. Revisions, if any, to the assumed activity durations including revisions for weather impact for any activities due to the effect of the previous update on the schedule.
- E. Identification of activities that are affected by proposed Change Orders issued during the update period.
- F. Resolution of conflict between actual work progress and schedule logic. When out of sequence activities develop in the Contract Schedule because of actual construction progress, CM@R shall submit revision to schedule logic to conform to current status and direction.

A/E will review the updated information and meet with CM@R each week at the Project Site to determine the status of the Work. If agreement cannot be reached on any issue, CM@R will use A/E's determination in the processing of the update.

CM@R will incorporate A/E's review comments and submit two (2) copies of the report.

Progress payments pursuant to the Contract will be based on the update of the Contract Schedule and be in compliance with A.A.C. R7-2-1105.

#### 5.1.4 Schedule Revisions.

If the sequence of construction differs significantly, as determined by A/E, from the Contract Schedule, CM@R shall submit within seven (7) days a revised schedule to District Project Manager for acceptance.

When a proposed Change Order is issued which has the potential to impact specified completion dates, the Change Order request shall include a description of the impact of such changes. If approved, it shall be incorporated into the Contract Schedule. Time extensions will be considered only to the extent there is insufficient remaining float to accommodate these changes, and pursuant to Section 6 of the General Conditions.

Should CM@R, after acceptance of the Contract Schedule, intend to change its plan of construction, it shall submit its requested revisions to A/E and PM, along with a written statement of the revision, including a description of the logic for rescheduling the work, methods of maintaining adherence to intermediate milestones and other specific dates and the reasons for the revisions. If the requested changes are acceptable to District, they will be incorporated into the Contract Schedule in the next reporting period.

Schedule revisions shall be submitted at least seven (7) days prior to the date of submission of update information. A/E will have seven (7) days to review the revisions.

#### 5.1.5 Contract Schedule Reports.

CM@R shall submit two (2) copies of the following reports for the proposed Contract Schedule, Contract Schedule monthly updates, Contract Schedule revisions and recovery schedules:

- A. Schedule Logic Report listing the activities, their early/late and actual start and finish dates, duration, float and the logic relationship of activities sorted by early start.
- B. A Cost Report listing each activity and its associated cost, percentage of work accomplished, earned value to date, previous payments and amount earned for the update period.
- C. A narrative report with the updated progress analysis, which shall include a description of problem areas, current and anticipated delaying factors and their impact, an explanation of corrective action taken and proposed revisions for recovery. Narrative report on proposed Contract Schedule will outline CM@R's overall plan, strategy, crew movement and utilization, and other considerations in developing the schedule.

#### 5.1.6 Short Interval Schedules.

CM@R shall prepare a Short Interval Schedule (SIS) to be used throughout the duration of Work. The SIS shall include all current activities and projected activities for the succeeding three (3) weeks as required by the A/E. The SIS shall include actual start/finish dates for the preceding one (1) week. Eight (8) copies of the SIS shall be submitted to A/E at the weekly construction meeting. CM@R shall participate in short interval scheduling coordination during the weekly construction meetings.

#### 5.1.7 Time of Essence.

Time is of the essence of this Contract. CM@R shall, to the fullest extent possible, carry on the various classes or parts of the Work concurrently, and shall not defer construction of any portion of the Work in favor of any other portion of the Work, without the express approval of District.

#### 5.1.8 Date of Completion.

CM@R shall fully and satisfactorily complete the Work within the Contract Time. The date of completion is defined in Section 9.2.

#### 5.1.9 Responsibility for Completion.

CM@R shall furnish sufficient manpower, materials, facilities and equipment and shall work sufficient hours, including night shifts, overtime operations, Saturdays, Sundays and holidays as may be necessary to insure the prosecution and completion of the Work in accordance with the accepted Contract Schedule. If work on the critical path is seven days or more behind the currently updated Contract Schedule and it becomes apparent that the Work will not be completed within the Contract Time, CM@R will implement whatever steps it deems necessary to make up all lost time. If CM@R's solution is not successful, it will make further attempts using the following sequence of events:

- A. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
- B. If the above cannot be achieved then;
  - 1. CM@R shall increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the District and A/E, the backlog of work; or increase the number of working hours, shifts per working day, working days per week or the amount of equipment or any combination of the foregoing sufficiently to substantially eliminate in the judgment of the District Project Manager the backlog of work.
  - 2. In addition, District may require the CM@R to submit a recovery schedule demonstrating its program and proposed plan to make up a lag in scheduled progress and to ensure completion of the Work within the Contract Time. If the District finds the proposed recovery schedule unacceptable, it may require CM@R to submit a new plan. If the actions taken by CM@R or the second plan proposed are unsatisfactory, District may require the CM@R to take any of the actions set forth in the previous paragraph without additional cost to District to make up the lag in scheduled progress.

Failure of CM@R to comply with the requirements of this Section 5.1.9 shall be considered grounds for a determination by District that CM@R is failing to prosecute the Work with such diligence as will ensure its completion within the time specified.

#### 5.1.10 Daily Reports.

CM@R shall submit a Daily Activity Report no later than 9:00 a.m. the following work day to A/E and PM for each workday including weekends and holidays, when worked.

#### 5.1.11 Payments Withheld.

Pursuant to A.A.C. R7-2-1105, Progress Payments may be withheld in whole or in part should CM@R fail to comply with the requirements of this Section 5.1.

### 5.2 ARCHITECT AND/OR ENGINEER TO INTERPRET CONTRACT DOCUMENTS.

- 5.2.1 Architect and/or Engineer will decide all questions which may arise as to the interpretation of the Plans AND Specifications. CM@R may appeal a decision of Architect and/or Engineer made pursuant to this paragraph to District. Such appeal must be made in writing within forty-eight (48) hours of Architect and/or Engineer's decision or the right to appeal is waived.

### 5.3 FORMAL PROTEST.



- 5.3.1 If CM@R considers any Work demanded of him to be outside the requirements of the Contract, or if he considers any instruction, ruling, or decision of A/E OR PM to be unfair, he shall, within forty-eight (48) hours after any such demand is made, or instruction, ruling or decision is given, file a written protest stating clearly and in detail his objections and the reasons therefore. Except for such protests as are made of record in the manner and within the time above stated, CM@R shall be deemed to have waived and does hereby waive all claims for extra Work, damages and extensions of time resulting from demands, instructions, rulings and decisions of A/E OR PM. Any such protest shall be filed with District Representative.
- 5.3.2 Upon receipt of a protest from CM@R of a decision of A/E or, the District's Representative shall review the demands, instructions, rulings, or decisions objected to and shall promptly advise CM@R in writing of his final decision, which shall be binding unless CM@R initiates the Dispute Resolution Process at A.A.C. R&-2-1141 et. seq. through 1159 and R7-2-1181 through 1185.
- 5.3.3 CM@R shall continue work on the Project during the review of the formal protest.

#### 5.4 PLANS

- 5.4.1 The Contract Plans consist of general drawings. These indicate such details as are necessary to give a comprehensive idea of the construction contemplated. All authorized alterations affecting the requirements and information given on the Contract Plans shall be in writing. The Contract Plans shall be supplemented by such working or shop drawings prepared by CM@R as are necessary to adequately control the Work. No change shall be made by CM@R in any working or shop drawing after it has been accepted by A/E.
- 5.4.2 CM@R shall keep a current copy of the Plans and Specifications at the jobsite, and shall at all times give A/E and PM access thereto. A current copy of Plans and Specifications shall include red-line drawings, all Addenda, Change Orders, A/E Instruction Bulletins, and any other approved change made to the Plans and Specifications. Any drawings or Plans listed in the Specifications shall be regarded as a part thereof and A/E will furnish from time to time such additional drawings, Plans, profiles, and information as he may consider necessary for CM@R's guidance.
- 5.4.3 All authorized alterations affecting the requirements and information given on the accepted Plans shall be in writing. No changes shall be made of any plan or drawing after the same has been accepted by A/E except by consent of A/E.

#### 5.5 CONFORMITY WITH PLANS AND ALLOWABLE DEVIATIONS

- 5.5.1 Finished surfaces in all cases shall conform with lines, grades, cross sections, and dimensions shown on the accepted Plans. Allowable deviations, other than specified tolerances, from the accepted Plans and working drawings will in all cases be determined by District Project Manager.

#### 5.6 COORDINATION AND INTERPRETATION OF PLANS AND SPECIFICATIONS

- 5.6.1 The documents which make up the Contract Documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be coordinated and to describe and provide for a complete Work.
- 5.6.2 Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in these Contract Documents, CM@R shall promptly notify A/E and PM. District and A/E shall follow the procedures set forth in Section 4.5.1. In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.
- 5.6.3 In the event of there being a conflict between one Contract Document and any of the other Contract Documents, the more stringent requirement shall apply.

- 5.6.4 CM@R shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event CM@R discovers such an error or omission, he shall immediately notify A/E and PM in writing. A/E and PM shall proceed as prescribed in Section 4.5.1 of the Contract Documents.

## 5.7 ORDER OF WORK

- 5.7.1 When required by the Contract Documents, CM@R shall follow the sequence of operations as set forth therein. Full compensation for conforming with such requirements will be considered as included in the prices paid for Contract items of Work and no additional compensation will be allowed therefore.
- 5.7.2 The organization of the Specifications into divisions and articles and the arrangement of drawings shall not control CM@R in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

## 5.8 COOPERATION BETWEEN CM@Rs

- 5.8.1 District reserves the right to Contract for and perform other or additional Work on or near the Work covered by the Contract.
- 5.8.2 When separate contracts are let within the limits of any one Project, each CM@R shall conduct his work so as not to interfere with or hinder the progress or completion of the Work being performed by other CM@Rs. CM@Rs working on the same Project shall cooperate with each other as directed.
- 5.8.3 Each CM@R involved shall assume all liability, financial or otherwise, in connection with his Contract and shall protect and save harmless District from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other CM@Rs working within the limits of the same Project.
- 5.8.4 CM@R shall arrange his Work and shall place and dispose of the Materials being used so as not to interfere with the operations of the other CM@Rs within the limits of the same Project. He shall join his Work with that of others in an acceptable manner and shall perform it in proper sequence to that of the others.
- 5.8.5 District will not honor any claim for extra compensation due to delays, extra Work, or extension of time caused by any other CM@Rs working within the limits of the same Project.

## 5.9 INSPECTION

- 5.9.1 CM@R shall furnish District Project Manager with every reasonable facility for ascertaining whether the Work as performed is in accordance with the requirements and intent of the Specifications and Contract. A/E and PM shall be permitted to inspect all Materials and each part or detail of the Work at any time for the purpose of expediting and facilitating the progress of the Work. A/E shall be furnished with such information and assistance by CM@R as required to make a complete and detailed inspection. Should any Work be covered up before acceptance or consent of A/E, it must, if required by District or A/E, be uncovered for examination at CM@R's expense. The direct control shall be solely the responsibility of CM@R's foremen and superintendent.
- 5.9.2 When the United States government is to pay a portion of the cost of the Work covered by the Contract, the Work shall be subject to the inspection of the representatives of the U.S. government. Such inspection shall in no sense make the U.S. government a party to this Contract and will in no way interfere with the rights of either party under this Contract.
- 5.9.3 The inspection of the Work shall not relieve CM@R of any of his obligations to fulfill his Contract as herein provided. Any unsuitable or defective Materials and Work may be rejected notwithstanding that such Work and Materials may have been previously overlooked and accepted or estimated for payment. Unsuitable or defective Materials shall be removed from the site within three (3) days of such rejection.

## 5.10 LINES AND GRADES

5.10.1 Profiles and elevations are indicated on the Plans. All Work under this Contract shall be built in accordance with the lines and grades indicated on the Plans. These lines and grades may be modified as provided in Part VI (Changes in the Work) in the Contract. The establishment of the lines and grades shall be set forth under these General Conditions, as modified by the Special Conditions. CM@R shall verify all vertical and horizontal controls using the nearest benchmark.

## 5.11 USE OF SITE

5.11.1 CM@R shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any Materials or equipment.

5.11.2 CM@R shall coordinate all of the Contract's operations with, and secure approval from, District before using any portion of the site.

## 5.12 SEPARATE CONTRACTS TO THE OWNER

5.12.1 If any part of CM@R's Work depends on proper execution or results of Work performed by District or any separate CM@R, CM@R shall, prior to proceeding with the Work, promptly report to District any apparent discrepancies or defects in such other Work that render it unsuitable for such proper execution and results. Failure of CM@R so to report shall constitute an acceptance of District's or separate CM@R's Work as fit and proper to receive the Work, except as to defects which may subsequently become apparent in such Work by others.

5.12.2 Should CM@R wrongfully cause damage to the Work or property of District, or to other Work or property on the site, CM@R shall promptly remedy such damage.

5.12.3 Should CM@R wrongfully delay or cause damage to the Work or property of any separate CM@R, CM@R shall, upon due notice, promptly attempt to settle with such other CM@R by agreement, or otherwise to resolve the dispute.

## 5.13 TESTS

5.13.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, CM@R shall give A/E timely notice of its readiness so A/E or designee may observe such inspection, testing or approval. CM@R shall bear all costs of such inspections, test or approvals conducted by public authorities. The District shall reserve the right to conduct additional tests and inspections, and, unless otherwise provided, District shall bear all costs of other inspections, tests or approvals.

5.13.2 Required certificates of inspection, testing or approval shall be secured by CM@R and CM@R shall promptly deliver them to A/E and PM.

## PART VI

### GENERAL CONDITIONS

### CHANGES IN THE WORK

## 6.1 CHANGES IN THE WORK

6.1.1 District, without invalidating the Contract and without notification of sureties, may order extra Work, make changes by altering, or delete any portion of the Work as specified herein, or as deemed necessary or desirable by District. All such Work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be adjusted at the time of ordering such change or extra Work.

- 6.1.2 In giving instructions, A/E and PM shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purposes of the Work. No extra Work or change shall be made unless in pursuance of a written order by District. Any claim for an addition to the Contract Price shall not be valid unless the change was so ordered, except in an emergency endangering life or property. If CM@R claims that any instructions involve extra cost under the Contract, he shall within forty-eight (48) hours after the receipt of such instructions, provide notice to A/E and PM of such claim, and before proceeding to execute the Work, except in an emergency endangering life or property, and the procedure shall then be as provided to approve Change Orders.
- 6.1.3 It is mutually understood that it is inherent in the nature of municipal construction that some changes in the Plans and Specifications may be necessary during the course of construction to adjust them to field conditions, and that it is of the essence of the Contract to recognize a normal and expected margin of change. District shall have the right to make such changes in the Plans and the character of the Work as may be necessary or desirable to ensure the completion of the Work in the most satisfactory manner without invalidating the Contract.
- 6.1.4 Changes shall be incorporated in the written Change Order issued by District, which shall be written so as to indicate acceptance on the part of CM@R as evidenced by his signature.

## 6.2 PRICING OF CHANGES

- 6.2.1 If a Change Order provides for an adjustment to the Contract Price, the adjustment shall be based on one of the following methods:
- A. Where the Work involved is covered by unit prices contained in the Schedule of Values, by application of the unit prices to the quantities of the items involved, as mutually agreed to by the CM@R and A/E and PM.
  - B. By mutual acceptance of a unit price not contained in the Schedule of Values, or mutual acceptance of a lump sum price. The CM@R shall furnish District with an itemized cost breakdown together with supporting data including the quantities used in computing the unit price and/or lump sum price of the Work.
  - C. Only when methods A and B above are exhausted, then on the basis of the Cost of Work plus a CM@R's Fee for overhead and profit, as described below. (Cost Plus Basis).
  - D. Whenever the cost of any work is to be determined on a Cost Plus Basis, CM@R will submit on forms acceptable to A/E and PM, daily work sheets showing an itemized breakdown together with supporting data used to arrive at a final cost for the Work. No payment will be made for work not verified by the A/E. Final cost for the Change in the Work shall be reflected and formalized in a Change Order.
- 6.2.2 Allowable costs for any Change Order shall be limited to the following:
- A. Costs of labor, including social security, Medicare and unemployment insurance, fringe benefits available to CM@R's employees generally.
  - B. Costs of first line supervision labor, including labor burden as described in Section 6.2.2 A. "First Line Supervision" shall mean a working foreman or lead craft worker other than the Project superintendent.
  - C. Actual cost of the Project superintendent associated with any period of compensable delay caused by issuance of the Change Order. In the absence of a compensable delay, all of the Project superintendent's time is considered to have been paid for as part of the overhead.
  - D. Actual costs of Materials, including sales tax and delivery.

- E. Rental costs of machinery and equipment, based on the latest "schedule of equipment rates" used by the Arizona Department of Transportation, exclusive of small tools, whether rented from CM@R or others.
- F. Overhead and profit as specified below. "Overhead" shall include the following: Preparation of all paperwork related to changes in the Work, including field review, estimating and cost breakdown; coordination and supervision, both office and field, including the Project superintendent; vehicles, including gas and maintenance; small tools, incidentals and consumables; engineering, detailing, and revisions to shop drawings and record drawings; general office expense; extended and unabsorbed home office overhead; warranty; costs of bonds, liability insurance, and all taxes; and all other expenses not specifically included in Section 6.2.2 A above.

- 6.2.3 Upon receipt of a proposed Change Order, CM@R shall promptly proceed with the change in the Work and advise A/E and PM within seven (7) days of CM@R's agreement or disagreement with the method, if any, provided in the proposed Change Order for determining the proposed adjustment in the Contract Price or Contract Time. Failure to return the Change Order to A/E and PM within seven (7) days indicates CM@R's Agreement therewith, including adjustment in Contract Price and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- 6.2.4 If CM@R disagrees with the method for adjustment in the Contract Price, the adjustment shall be determined by District on the basis of any of the methods described in Section 6.2.1, paragraphs A-D.
- 6.2.5 Overhead and Profit for actual cost of work performed by the CM@R and/or its Subcontractor. Cumulative total markup for all tiers of Contractors and Subcontractors shall not exceed thirty percent (30%). If the net value of a change results in a credit from CM@R or Subcontractor, the credit shall be the actual net cost, plus five percent (5%) for overhead and profit. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to the change.

### 6.3 COST PLUS ADJUSTMENT

- 6.3.1 Record Keeping. In the event that the pricing method selected is the "cost plus" method described in Section 6.2.1, Paragraphs C and D, CM@R shall keep and present daily, in such form as A/E may prescribe, an itemized accounting together with appropriate supporting data of the labor, materials, and equipment used during that Day. All labor shall be recorded on separate time sheets clearly identified with the Change Order number and scope of extra work involved. These time sheets shall be signed daily by Pm or designee. No costs will be allowed for time not recorded and signed the same day the work takes place. CM@R and A/E and PM shall discuss and attempt to resolve any dispute concerning CM@R's daily records at the time the report is submitted.
- 6.3.2 Reconciliation. CM@R shall on a monthly basis accompanying the progress payment request submit a reconciliation for all Work performed under a cost plus Change Order during the period of the progress payment. A final reconciliation shall be submitted within 30 days after the Work of the Change Order is completed. The reconciliation shall recap all costs and appropriate markups for the period. No costs will be allowed for work not included in a reconciliation within the time periods specified.

### 6.4 EFFECT ON SURETIES

All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the Contract bonds and shall not reduce the sureties' liability on the bonds.

District reserves the right to require additional payment or performance bonds to secure a Change Order.

## PART VII

## GENERAL CONDITIONS

## MATERIALS AND WORKMANSHIP

### 7.1 GENERAL

- 7.1.1 All equipment, Materials, and articles incorporated in the Work covered by this Contract shall be new and subject to review and acceptance by A/E or PM or designee unless otherwise specifically provided for in the Contract Documents.
- 7.1.2 Where equipment, Materials, or articles are referred to in the Specifications as "or equal to" any particular standard, Architect and/or Engineer shall decide the question of equality.
- 7.1.3 Wherever any standard published specification is referred to, the latest edition or revision, including all addenda, shall be used unless otherwise specified. Materials of a general description shall be the best of their several kinds, free from defects, and adapted to the use for which provided. The physical characteristics of all Materials not particularly specified shall conform to the latest standards published by the American Society for Testing and Materials, where applicable. All material shall be new and of the specified quality and equal to the accepted samples, if samples have been submitted.
- 7.1.4 All Work shall be done and completed in a thorough, workmanlike manner in conformance with the Contract Documents. A/E and PM shall have the authority to reject Work not in conformance with the Contract Documents.
- 7.1.5 In the event CM@R discovers any omission from these Specifications or from the Plans, it shall be the duty of CM@R to call A/E's and PM's attention to apparent errors or omissions and request instructions before proceeding with the Work. Architect and/or Engineer shall, by appropriate instructions, correct errors and/or omissions, which instructions shall be as binding upon CM@R as though contained in the original Specifications or Plans.
- 7.1.6 CM@R may appeal a decision made pursuant to Section 7.1 to District Representative. Such appeal must be made in writing within forty-eight (48) hours of said decision or the right to appeal is waived.

### 7.2 SUBSTITUTION OF MATERIAL OR EQUIPMENT

- 7.2.1 Substitution of material or equipment shall only be made pursuant to Section 1.8.

### 7.3 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- 7.3.1 Shop drawings are drawings, diagrams, schedules and other data specially prepared for the Work by CM@R or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- 7.3.2 Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CM@R to illustrate a material, product or system for some portion of the Work.
- 7.3.3 Samples are physical examples that illustrate materials, equipment or workmanship, and establish standards by which the Work will be judged.
- 7.3.4 All Materials to be incorporated in the Work shall be subject to sampling, testing and acceptance. Samples furnished by CM@R shall be representative of the materials to be used. A/E and PM may select samples or may require that samples be delivered to and tested at a laboratory designated by either at no additional cost to District.
- 7.3.5 CM@R shall prepare, review, approve and submit to A/E and PM, with reasonable promptness and in such sequence as to cause no delay in the Work or in the Work of District or any separate CM@R all shop drawings, product data and samples required by the Contract Documents. CM@R shall cooperate with A/E and PM in the coordination of the shop drawings, product data and samples with those of other separate CM@Rs.

- 7.3.6 By preparing, approving and submitting shop drawings, product data and samples, CM@R represents that CM@R has determined and verified all materials, field measurements and field construction criteria related thereto, or will do so with reasonable promptness, and has checked and coordinated the information contained within such submittals with the requirements of the Work, the Project and the Contract Documents.

CM@R shall:

- A. Review each submittal and check for compliance with Contract Documents
- B. Stamp each submittal with uniform approval stamp before submitting to A/E and PM.
  - 1. Stamp to include project name, submittal number, specification number, CM@R reviewer's name, date of submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  - 2. A/E and PM will not review submittals that do not bear CM@R's approval stamp and will return them without action.

- 7.3.7 Architect and/or Engineer will review and approve or take other appropriate action upon CM@R's submittals such as shop drawings, product data and samples for conformance with the Specifications. Architect and/or Engineer's approval of the specific item shall not indicate approval of an assembly of which the item is a component.

- 7.3.8 All sampling and testing of Materials shall be done in accordance with the latest designated standard methods AASHTO or ASTM, or in accordance with special methods designated in the Specifications.

#### 7.4 MATERIALS FURNISHED BY DISTRICT

- 7.4.1 All Materials and/or services to be furnished by District are indicated in the Special Conditions. The cost of CM@R handling and placing District-furnished Materials shall be included in the Contract price.

#### 7.5 STORAGE OF MATERIALS

- 7.5.1 CM@R shall provide proper storage facilities and exercise such measures as will insure the preservation of the specified quality and fitness of all Materials and equipment to be used in the Work. Stored Materials shall be located so as to provide reasonable access for inspection. That portion of the right-of-way not required for public travel may be used for storage purposes unless prohibited by the other provisions of the Project Specifications. Any additional space required shall be provided by CM@R at no cost to District. Protection of Materials and equipment stored on the site shall be the responsibility of CM@R. District reserves the right to direct CM@R to provide proper means of protection for Materials if such is deemed advisable by A/E; however, the exercise of or failure to exercise this right shall not be deemed to relieve CM@R of his primary responsibility for protecting the material and equipment. CM@R shall provide suitable warehouses or other adequate means of protection for such of the Materials and equipment as require storage or protection. CM@R shall store and care for the material and equipment in the most suitable manner to protect them from distortion, rain, dust, or other damage. CM@R shall maintain all material and equipment in accordance with the manufacturer's instructions. The cost of replacing any material or equipment damaged in storage shall be borne by CM@R, and the fact that material or equipment has been damaged after partial payment has been made shall not relieve CM@R of his primary responsibility. No motor shall be left uncovered or unprotected.

- 7.5.2 Payments for Materials or equipment stored off the site shall be conditioned upon submission by CM@R of bills of sale to establish District's title to such Materials or equipment and certificate of insurance for storage in a bonded warehouse.

#### 7.6 REJECTED MATERIALS AND WORK

- 7.6.1 A/E or PM shall have the authority to reject Materials which do not conform to the Contract Documents. Rejected Materials shall be removed immediately from the site of the Work unless otherwise permitted by District. No rejected Materials, the defects of which have been subsequently corrected, shall be used unless accepted by A/E and PM. If CM@R fails to remove and replace rejected material, District has authority to do so and to deduct the cost thereof from any monies due or to become due CM@R.

## **7.7 GUARANTEE OF WORK - WARRANTY**

- 7.7.1 CM@R warrants to District that all Materials and equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by District or A/E, CM@R shall furnish satisfactory evidence as to the kind and quality of Materials and equipment. This warranty is not limited by any other provisions of the Contract Documents.
- 7.7.2 CM@R shall promptly correct all Work rejected as defective or as failing to conform to the Contract Documents whether observed before or after acceptance and whether or not fabricated, installed or completed. CM@R shall bear all costs of correcting such rejected Work, including compensation for the additional services of A/E and PM made necessary thereby.
- 7.7.3 If, within two years after the date of final acceptance by District of all Work required by the Contract Documents or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, CM@R shall correct it promptly after receipt of written notice from District to do so unless District has previously given CM@R a written acceptance of such condition. This obligation shall survive termination of the Contract, but it shall in no way limit the warranty set forth in Section 7.7.1. District shall give the notice required herein promptly after discovery of the condition.
- 7.7.4 CM@R shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected unless removal is waived by District.
- 7.7.5 If CM@R does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from District, District may remove it and may store the Materials or equipment at the expense of CM@R. If CM@R does not pay the cost of such removal and storage within ten (10) Days thereafter, District may upon ten (10) additional Days written notice sell such Materials and equipment at auction or at private sale as may be allowed and in compliance with applicable District policies and laws and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by CM@R including, but not limited to, compensation for District Project Manager's and Architect and/or Engineer's additional services made necessary thereby. If the proceeds of sale do not cover all such costs, the amount to be paid by District to CM@R under the Contract shall be reduced by the deficiency. If payments then due to CM@R are insufficient to cover deficiency, CM@R shall pay the difference to District.
- 7.7.6 CM@R shall bear the costs of making good all Work of District or separate CM@Rs destroyed or damaged by CM@R's correction or removal of defective Work.
- 7.7.7 Nothing contained in this Section 7.7 shall be construed to establish a period of limitation with respect to any other obligation that CM@R might have under the Contract Documents. The establishment of the time period of two years after final acceptance or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of CM@R to correct the Work and has no relationship to the time within which CM@R's obligation to comply with the Contract Documents may be sought to be enforced. Nor the time within which proceedings may be commenced to establish CM@R's liability with respect to CM@R's obligations other than specifically to correct the Work.
- 7.7.8 In the event it is necessary for District to file suit to enforce any liability of CM@R, District shall be entitled to recover from CM@R, a reasonable sum as and for costs and attorney's fees, in addition to all other amounts found due and owing.

## **7.8 NO EXERCISE OF AUTHORITY BY ARCHITECT AND/OR ENGINEER AND DISTRICT PROJECT MANAGER**



- 7.8.1 Neither A/E's nor PM's authority to act under this Part VII nor any decision made by them in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of A/E or PM to CM@R, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

## PART VIII

### GENERAL CONDITIONS

#### LEGAL RELATIONS AND RESPONSIBILITY

##### 8.1 LAWS TO BE OBSERVED

- 8.1.1 CM@R is presumed to know, and at all times shall observe and comply with, all federal and state laws and local ordinances, including but not limited to Workers' Compensation, occupation diseases, and unemployment compensation laws together with the payment of all premiums and taxes therefore; also all laws, ordinances, and regulations in any manner affecting the conduct of the Work, including environmental laws and regulations and shall indemnify and save harmless District and its representatives against any claim arising from the violation of such laws, bylaws, ordinances, or regulations by CM@R, Subcontractors and their employees and agents.
- 8.1.2 If CM@R performs any Work contrary to such laws, ordinances and regulations, CM@R shall assume full responsibility therefore and shall bear all costs attributable thereto.

##### 8.2 HOURS OF LABOR

- 8.2.1 All Contracts made by or on behalf of the District, with any person for the performance of any Work, or the furnishing of any material manufactured within the State, shall comply with the Fair Labor Standards Act and A. R.S. Section 23-391, as amended.

##### 8.3 ALIEN LABOR

- 8.3.1 A person not a legal alien, citizen or ward of the United States shall not be employed upon or in connection with any District works or employment.

##### 8.4 LABOR DISCRIMINATION

- 8.4.1 Attention is directed to Arizona Revised Statutes, Title 41, Chapter 9, Article 4, as amended, entitled "Discrimination in Employment." CM@R shall perform and provide services under this Contract in compliance with the cited statutes.
- 8.4.2 When federal funds are to pay a portion of the cost of this Project, then the CM@R shall also comply with applicable paragraphs in the Special Conditions.

##### 8.5 PERMITS AND LICENSES

- 8.5.1 Except as otherwise provided in the Contract Documents, it is the duty of CM@R to procure all permits and licenses. There will be no charge to CM@R for any necessary District permits and inspections.

##### 8.6 PATENTED DEVICES, MATERIALS, AND PROCESSES

- 8.6.1 CM@R shall indemnify, defend, and save harmless District and its duly authorized representatives from all liabilities, judgments, costs, damages and expenses which may result from the infringement of any patents, trademarks or copyrights by reason of the use of any proprietary Materials, devices, equipment or processes incorporated in or used in the performance of the Work under this Contract.

##### 8.7 SURVEY LAND MONUMENTS

- 8.7.1 Survey land monuments and property marks shall not be moved or otherwise disturbed by CM@R until an authorized agent, of the agency having jurisdiction over the land monuments or property marks setting, has witnessed or otherwise referenced their location, and only then in accordance with the requirements of the agency having jurisdiction.

## 8.8 PROTECTION OF PERSON AND PROPERTY

- 8.8.1 CM@R shall adopt every practical means and comply with all laws, ordinances and regulations in order to minimize interferences to traffic and inconveniences, discomfort and damage to the public, including the provision of adequate dust control measures. All obstructions to traffic shall be guarded.
- 8.8.2 If an unsafe condition arises or exists during the progress of the Work, or if District has reason to believe that an unsafe condition exists, CM@R shall suspend the Work wholly or in part for such period as may be necessary to correct the unsafe condition.
- 8.8.3 Neither CM@R nor the Subcontractor shall trespass upon private property. CM@R shall be responsible for all injury or damage to persons or property, directly or indirectly, resulting from operations of CM@R or Subcontractors completing this Work. CM@R shall ensure that both CM@R and Subcontractors comply with the laws and regulations of District, District and state relating to the safety of persons and property. CM@R will be held responsible and required to make good any injury or damage to persons or property caused by CM@R or Subcontractors or any agent or employee of either during the progress of the Work and until its final acceptance.
- 8.8.4 CM@R shall protect against injury or damage to any pipes, sewer conduits, electrical conduits, lawns, gardens, shrubbery, trees, fences or other structures or property, public and/or private, encountered in this Work except as stipulated elsewhere herein. CM@R shall be responsible and liable for any injury or damage or repair to such pipe, structures and property.

## 8.9 CONSTRUCTION SAFETY PROGRAM AND REGULATIONS

- 8.9.1 The Arizona Occupational Safety and Health Act and the conditions set forth in the Occupation Safety and Health Standards (OSHA) shall constitute the outline for the safety program to be adhered to during the course of the Project. CM@R shall keep a copy of these publications available at the jobsite for reference, as well as a copy of CM@R's safety program. A copy of the agenda for the CM@R's weekly tail gate meetings shall be submitted to the A/E for inclusion into the weekly meeting notes.

## 8.10 PROTECTION OF ANTIQUITIES

- 8.10.1 Attention is called to state and federal laws pertaining to the protection and preservation of sites or objects of archaeological, paleontological or historic interest and endangered species.
- 8.10.2 It shall be a provision of every Contract that when features of archaeological, paleontological or historic interest are encountered or unearthed in the excavation of material pits, the roadway prism, or other excavation, CM@R shall stop work in the immediate vicinity of such feature, protect it from damage or disturbance, and report promptly to the Director of the Arizona State Museum, A/E and PM. When a possible endangered or threatened species is discovered, CM@R shall stop work and report promptly to A/E and PM.
- 8.10.3 Work shall not be resumed in the immediate area until CM@R is advised by the authorities having jurisdiction that study or removal of the feature or features has been completed. CM@R will be allowed an appropriate Contract time extension as provided in these General Conditions for construction time lost.

## 8.11 CONTINGENCIES

- 8.11.1 All loss or damage arising from obstruction or difficulties which may be encountered in the prosecution of the Work, from the action of the elements or from any act or omission on the part of CM@R, Subcontractor or any person or agent employed by him shall be borne by CM@R.

## 8.12 NON-RESPONSIBILITY OF THE DISTRICT

8.12.1 Indebtedness incurred for any cause in connection with this Work must be paid by CM@R, and District is hereby relieved at all times from any indebtedness or claim other than payments under terms of the Contract.

#### 8.13 PROPERTY RIGHTS IN MATERIAL

8.13.1 Nothing in the Contract shall be construed as vesting in CM@R any right of property in the MATERIAL used after they have been attached or affixed to the Work or the soil and accepted. All such Materials shall become the property of District upon being so attached or affixed.

#### 8.14 MISCELLANEOUS WORK

8.14.1 If included in the GMP Proposal, the following items will be included in the Work and Contract Price with no direct payment allowed.

- A. CM@R's expenses for, but not limited to, mobilization, job site office, storage facilities, traffic control and public safety devices, sanitary facilities, utilities and telephone.
- B. Cleanup, including day to day cleanup.
- C. Notification to residents adjacent to this Project prior to start of construction that would affect them.
- D. Water required for compaction or dust control.
- E. All items necessary for performance of the Work.
- F. Miscellaneous removals and relocations not otherwise specified in the technical provisions.

#### 8.15 PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK

8.15.1 CM@R shall properly guard and protect all finished or partially finished Work and shall be responsible for the same until that phase is completed and accepted by District. Estimate or partial payment of Work so completed shall not release CM@R from such responsibility, but he shall turn over the entire Work in full in accordance with the Specifications before final payment can be made.

#### 8.16 ADMINISTRATIVE CLAIMS

8.16.1 All claims relative to the Project shall be submitted exclusively and pursuant to A.A.C. R7-2-1141 through A.A.C. R7-2-1185.

### PART IX

#### GENERAL CONDITIONS

#### COMPLETION OF WORK, LIQUIDATED DAMAGES AND FINAL ACCEPTANCE

#### 9.1 FAILURE TO COMPLETE WORK WITHIN TIME FOR COMPLETION AND LIQUIDATED DAMAGES

9.1.1 It is hereby understood and mutually agreed by and between CM@R and District, that the date of beginning, rate of progress and the time for completion of the Work to be done hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the Work embraced in this Contract shall be complete on or before the dates set forth in Section 9.2 of this Contract. CM@R agrees that said Work shall be prosecuted regularly, diligently and uninterruptedly at such rate of time he specified. It is expressly understood and agreed, by and between CM@R and District that the time for completion of the Work shall be in the time as identified in these Contract Documents.

- 9.1.2 For each working day that any part of the Work remains uncompleted after the expiration of the time specified and/or allowed for completion of the Work stipulated in the Contract or ordered after the Contract is signed, the sum per day set forth in Section 9.2 shall be deducted from any monies due CM@R, or if no money is due CM@R, District shall have the right to recover said sum or sums from CM@R, from the Surety, or both.
- 9.1.3 It shall be understood that the time to complete the Project, beyond the contractual date of completion, is in itself prima facie evidence of actual damages incurred, and the amount of these deductions are to cover the liquidated damages caused by the loss of use, or limited use, of the building and other additional District incurred losses, or expenses, due to the failure of CM@R to complete the Work within the time specified.
- 9.1.4 The liquidated damages amounts set within Sections 9.2.1 and 9.2.2 are fixed and agreed upon by and between CM@R and District because of the impracticability and extreme difficulty of fixing and asserting the actual damages District would in such event sustain, and said amounts are agreed to be the amount of damages which District would sustain, and said amounts may be retained from time to time by District from current periodical estimates.
- 9.1.5 It is further agreed that time is of the essence of each and every portion of this Contract and of the Specifications where a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed as set forth in Section 4.23 of these Contract Documents for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract.
- 9.1.6 CM@R shall not be assessed with liquidated damages during any delay in the completion of the Work where an extension of time has been granted by District pursuant to Section 4.23.

## 9.2 COMPLETION/LIQUIDATED DAMAGES

- 9.2.1 Substantial Completion: The date of Substantial Completion of the Work, or designated portion thereof, is the date certified in writing by A/E when construction is sufficiently complete, in accordance with the Contract Documents as they may have been modified by any Change Orders agreed to by the parties, so that District may use or occupy the Project, or a designated portion thereof, for the purpose for which it was intended. Certification of a designated portion of the Work by A/E as being Substantially Complete and occupancy of that portion thereafter by District shall either release, or otherwise operate to excuse CM@R from his duty to complete the remainder of the Work within the Contract Time including liability for liquidated damages.

Time is of the essence and District will suffer financial damages due to CM@R's failure to substantially complete the Work within two hundred and twenty six ( 226 ) **WORKING DAYS** following receipt of the Notice to Proceed. Liquidated damages of One Thousand Dollars (\$1,000.00) per working day will be assessed CM@R for each day beyond that time that CM@R fails to achieve Substantial Completion. **Completed at the time of GMP approval. Refer to RFQ for additional information.**

- 9.2.2 Final Completion: The Final Completion Date is the date when all items of the Work are completely finished with no items of any scope outstanding or remaining to be completed, and all known defective work has been corrected.

Time is of the essence and District will suffer financial damages due to CM@R's failure to reach Final Completion of the Work within twenty one (21) **WORKING DAYS** after the date of Substantial Completion. Liquidated damages of One Thousand Dollars (\$1,000.00) per working day will be assessed CM@R for each day beyond that time that CM@R fails to achieve Final Completion. **Completed at the time of GMP approval. Refer to RFQ for additional information. See PAGE 3 for additional final completion information/notes.**

## 9.3 FINAL CLEANING UP

- 9.3.1 At completion of the Work and prior to final acceptance by District, a thorough cleaning of the areas affected shall be carried out by CM@R. The following list is not inclusive, but to act as a guideline:

- 9.3.1.1 Removal of all paint spots, stains, rubbish, debris, tools and equipment from all areas and broom clean. Steam clean all carpets and mop floors.
- 9.3.1.2 Cleaning interior and exterior of the buildings, including all windows in any area affected by the Work.
- 9.3.1.3 Brush off, broom sweep, dust and clean ledges, stairs, doors, hardware, and any adjoining rooms or areas that were affected by the Work.
- 9.3.1.4 Clear grounds and exterior paved areas and walks of all construction debris, dirt and dust and repair any SITE areas damaged during the course of construction.

Prior to final acceptance, CM@R shall conduct an inspection of sight-exposed surfaces, and all Work areas, to verify that the entire Work is clean. In the event CM@R fails to do so, District, may cause this Work to be done at CM@R's expense.

#### 9.4 RECORD DRAWINGS

CM@R shall provide accurate data and field notes as construction progresses, for preparation of the "Record" drawings by A/E or PM. Such red-lined drawings shall reflect current changes, shall be kept on site and made available for review by A/E and PM at the time the CM@R submits the monthly pay application.

- 9.5 The CM@R's monthly progress payments will not be processed until the A/E has reviewed the Record Drawings and found that they are updated through the payment date.

#### 9.5 COMPLETION AND INSPECTION

- 9.5.1 Notice of punch list inspection: When CM@R believes that the Work is complete, it shall request in writing a punch list inspection. Within five (5) days of the receipt of such request, A/E shall make a punch list inspection or inform CM@R that the Work is not ready for punch list inspection. Upon completion of the deficient Work, CM@R shall again request a punch list inspection. CM@R shall be present at the punch list inspection. The purpose of the punch list inspection is to determine whether the Work has been completed in accordance with the Contract Documents, including all Change Orders and all interpretations and instructions previously issued. If CM@R fails to attend any punch list inspection, CM@R shall be charged for the cost of A/E, PM, District and others who attended the punch list inspection on behalf of the District.
- 9.5.2 Punch list. A/E shall notify CM@R in writing of any deficiencies to be remedied prior to final acceptance, by preparing a written list, known in the industry as a punch list. CM@R shall remedy all items shown on the punch list prior to final acceptance. No one is authorized to amend the Contract Documents by use of the punch list, which is solely for the benefit of CM@R to enable him to determine what items must be corrected before final acceptance will be recommended by the District Project Manager. District reserves the right to require compliance with the Contract Documents, notwithstanding the issuance of a punch list or the completion by CM@R of all items on the punch list.

#### 9.6 FINAL ACCEPTANCE

- 9.6.1 After all Work under the Contract Documents has been completed, as determined by A/E, including Work found to be incomplete pursuant to Section 9.5, AE will recommend in writing to District that final acceptance of the entire Work under this Contract be made as of the date of A/E's final inspection. District will make final acceptance in writing promptly after receiving A/E's recommendation unless District has reason to believe the Work is not ready for final acceptance.
- 9.6.2 Unless otherwise specified in either Section 9.2 or under Special Conditions, no partial acceptance of any portion of the Work will be made and no acceptance other than the final acceptance to the overall

completed Project will be made. No inspection or acceptance pertaining to specific parts of the Work shall be construed as final acceptance of any part until the overall final acceptance is made by District.

## PART X

### GENERAL CONDITIONS

#### PAYMENTS TO CM@R

##### 10.1 GENERAL

- 10.1.1 The basis of payment for construction of a Project shall be in strict compliance with A.A.C. R7-1104 and R7-2-1105.
- 10.1.2 Application for payment shall be made on the District Invoice Form as required and designated by the District and A/E. (1 copy) utilizing complete provisions provided by the form shall be submitted.  
**Complete at time of GMP for correct form.**
- 10.1.3 In the event of a dispute over any amounts owed, District shall pursuant to A.A.C. R7-2-1104 and 1105 pay the undisputed amount and proceed in good faith to resolve the dispute. Pending final resolution of the dispute, CM@R shall proceed diligently with performance of the Contract and District shall continue to make payments in accordance with the Contract Documents to the extent such payments are undisputed by District.

##### 10.2 PARTIAL PAYMENT

- 10.2.1 Once each month District will make a partial payment to CM@R on the basis of a duly certified and approved estimate prepared by CM@R and approved by A/E for Work completed through the last day of the preceding calendar month. If requested by the A/E, CM@R shall provide supporting data substantiating its corrections. The estimate will cover the Work performed by CM@R during the preceding calendar month plus the invoice cost of material suitably stored at the site of the Project if CM@R desires payment for material stored. Retainage shall be pursuant to and in compliance with A.A.C. R7-2-1104.
- 10.2.2 Cost of material stored will be based on vendors' invoices that shall be listed by CM@R. A copy of each such invoice shall accompany the first estimate in which payment is requested for MATERIAL covered by the invoice. This list shall be revised and brought up-to-date by CM@R for each estimate. The revised list shall show the total amount of each invoice, the invoice amount that has been incorporated in the Work, and the remaining invoice amount that is stored for which payment is required that month. Only those Materials that will become an integral part of the final completed Project may be included for partial payment as MATERIAL stored. Partial payments for jobsite delivered material or equipment will in no way reduce CM@R's responsibility for such MATERIAL or equipment until it has been installed.
- 10.2.3 Schedule of Values: Shall be as set forth in the GM Proposal, which shall be detailed, and payment inconsistent with detailed Schedule of Values shall be withheld pursuant to A.A.C. R7-2-1105 pending resolution of any discrepancies. CM@R shall provide separate line items for CMAR's overhead profit, supervision, insurance, bonds, allowances and taxes as may be required by A/E. CM@R shall prepare the Schedule of Values on a form equal to AIA Document G702/G703 and must be acceptable to A/E. If requested by A/E or the District, CM@R shall provide supporting data substantiating the correctness of its Schedule of Values and payment request.
- 10.2.4 No partial payment shall be made until updated As-Built drawings are reviewed and approved by the District Project Manager, through the date for which partial payment is requested, reviewed, and determined to reflect actual Work in place.

##### 10.3 PAYMENT OF ITEMS IN SCHEDULE OF VALUES

- 10.3.1 Only those items listed in the Schedule of Values are pay items.

10.3.2 Compensation for all work necessary for the completion of the project shall be included by the CM@R in the Schedule of Values for the items shown in the GMP.

#### 10.4 PAYMENT FOR "EXTRA WORK" AND FOR "CHANGES IN THE WORK"

10.4.1 Payment for changes in the Work and for claims for extra Work will be made as stated in Part VI of these General Conditions.

#### 10.5 ASSIGNMENT OF PAYMENTS

10.5.1 Claims for monies due or to become due CM@R may be assigned to a bank, trust company, or other financial institution, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment may be made to one (1) party as agent or trustee for two (2) or more parties participating in such financing.

10.5.2 No assignment by CM@R of any Contract to be entered into hereunder, or of any part thereof, or of funds to be received thereunder by CM@R will be recognized by District unless such assignment has had prior consent of District and the surety has been given notice of such assignment in writing and has consented thereto in writing.

#### 10.6 FINAL PAYMENT AND CONTRACT CLOSEOUT

10.6.1 When CM@R determines that the Contract is complete and all items on the punch list have been satisfied, or contends that such items are not required by the Contract Documents, CM@R shall submit a request for final payment. Requests for Final Payment and Final Payment shall be in strict compliance with R7-2-1104 and 1105.

10.6.2 Simultaneously with CM@R's request for final payment, CM@R shall submit the following items to District Project Manager:

A. Red-lined drawings.

B. Warranties.

C. Three sets of documentation completely covering the operation and maintenance of the mechanical and electrical installation and all other equipment required by the Special Conditions to be furnished with such manuals. The documentation shall include charts, diagrams, performance curves, catalog information, lubrication manuals, and details pertaining to the functioning of various items of equipment. The documentation shall be divided logically into "systems" on the basis of operation, without respect to trades, subcontractors or arbitrary specifications sections. The relationship of the "systems" shall be clearly and concisely detailed.

D. Affidavit Regarding Settlement of Claims

E. Other items required by the Special Conditions

10.6.3 Upon receipt of the submittals required in Section 10.6.2, District, with assistance of the A/E shall prepare a written estimate of the sum due to CM@R. This estimate shall take into account the Contract Price, as adjusted by any Change Orders, amounts already paid, and sums to be retained for incomplete Work, liquidated damages, and for any other cause under the Contract Documents. A/E on behalf of the District shall prepare a statement of final inspection ("Statement"), stating that the work has been given a final inspection, that CM@R has submitted the required documents, setting forth with detail any deviations in the Work as completed from the Contract Documents, and estimating the cost of correction of such deviations. The Statement shall be transmitted to District along with CM@R's request for final payment. A/E shall provide a copy of the statement of final inspection and A/E's estimate of the sum due to CM@R.

10.6.4 If CM@R contests the estimate of sums due prepared by A/E, CM@R shall timely inform the District Representative and process any such claims pursuant to Paragraphs 5.3.2 and 8.16 herein.

- 10.6.5 Neither acceptance of, nor payment for, the Work or any part thereof, nor any extension of time, nor any possession taken by District shall operate as a waiver of any of the provisions of the Contract Documents, nor shall a waiver of any breach of the contract be held to be a waiver of any other or subsequent breach. Acceptance by District shall not be deemed an acceptance of latent defects, nor shall it constitute a waiver of any of the provisions of the Contract Documents.

## PART XI

### GENERAL CONDITIONS

#### MISCELLANEOUS

##### 11.1 E-VERIFY REQUIREMENTS

- 11.1.1 To the extent applicable under A.R.S. § 41-4401, the CM@R and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). CM@R's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the District.

##### 11.2 RECORDS AND AUDIT RIGHTS

- 11.2.1 CM@R's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any CM@R and its subcontractors' employees who perform any work or Services pursuant to this Contract to ensure that the CM@R and its subcontractors are complying with the warranty under subsection 11.5.16 above (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the District, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on CM@R's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract and (b) evaluation of the CM@R's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 11.5.16 above. To the extent necessary for the District to audit Records as set forth in this subsection, CM@R and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the District shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Contract for the duration of the work and until five years after the date of final payment by the District to CM@R pursuant to this Contract. CM@R and its subcontractors shall provide the District with adequate and appropriate workspace so that the District can conduct audits in compliance with the provisions of this subsection. The District shall give CM@R or its subcontractors reasonable advance notice of intended audits. CM@R shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract. This Paragraph shall be implemented in strict compliance with A.A.C. R7-2-1083.

##### 11.3 AGREEMENT SUBJECT TO APPROPRIATION

- 11.3.1 The provisions of this Contract for payment of funds by the District shall be effective when funds are appropriated for purposes of this Project and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Contract and the District shall keep the CM@R fully informed as to the availability of funds for the Contract. The obligation of the District to make any payment pursuant to this Contract is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If State, the Board or other funding source fails to appropriate money sufficient to pay the amounts as set forth in this Contract during any immediately succeeding fiscal year, this Contract shall terminate at the end of then-current fiscal year and the District and the CM@R shall be relieved of any subsequent obligation under this Contract.





## Special Conditions

## Technical Specifications

**RFQ #2020-004**

**Humboldt Unified School District**

**Bradshaw Mountain Middle School Roofing Project**

**Construction Manager @ Risk**

**Construction Services Contract**

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## **CONSTRUCTION MANAGER AT RISK CONSTRUCTION CONTRACT**

This Contract is made this **16<sup>th</sup> day of June 2021**, by and between the Humboldt Unified School District, a political subdivision of the State of Arizona, hereinafter designated as the "District", and SDB, Inc., an Arizona Corporation, hereinafter designated the "Construction Manager at Risk" or "CM@R. ("CM@R.")

District and CM@R, in consideration of the mutual covenants hereinafter set forth, agree as follows:

### **1) CM@R'S GENERAL DUTIES**

- 1.1 This is a contract for complete construction services in accordance with the Construction Manager at Risk method of delivery of construction services. ("Contract") CM@R has participated in the design process and been an active member of the Project Team and is fully aware of any issues and constraints involved in this construction project ("Project").
- 1.2 CM@R is responsible for undertaking all necessary action contemplated under the contract documents to construct the Project and ensure timely and quality completion of the project at a cost within the Guaranteed Maximum Price (GMP).
- 1.3 This project is an "open book" project. District is entitled to attend any and all meetings, and District shall have access to any and all records of CM@R or maintained by CM@R relating to the Project.

### **2) CONSTRUCTION SERVICES**

- 2.1 The definitions set forth in the Construction Manager at Risk Pre-Construction Services Contract dated October 6, 2020, shall apply in addition to definitions set forth in the General Conditions for Construction document, attached hereto as Exhibit C.
- 2.2 CM@R shall complete all work as specified or indicated in the Contract Documents. The work is known as and is hereinafter referred to as the Bradshaw Mountain Middle School Roofing Project (hereinafter "Project"), and is generally described as follows: Complete re-roofing of the Bradshaw Mountain Middle School located at 12255 E. Turquoise Circle, Dewey, AZ 86327 in accordance with the Contract Documents. The full scope of work is described in detail in the Contract Documents.
- 2.3 CM@R shall complete, provide and perform, or cause to be performed, all work in a proper and workmanlike manner, with appropriate consideration for public safety and convenience, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expediency consistent therewith all as more particularly described in the Contract Documents.
- 2.4 The "Pre-Construction Services Contract" and the "Construction Manager @ Risk Construction General Conditions" between the Parties dated October 6, 2020 and November 23, 2020 respectively are made an enforceable part of this Contract by reference as if totally rewritten herein.

### **3) DISTRICT PROJECT MANAGER**

District has appointed a District employee, Ray Rosario, to be the Project Manager ("PM") relative to this Project. The PM's primary functions are to serve as the point of contact for the District, facilitate and document communications between the Parties and ensure continuity and understanding, not to provide contract administration. A/E shall provide and is authorized to manage this Project and to represent the District on the Project site. The District's Project Manager will assume all duties and responsibilities and will have all rights and authority assigned to the District Project Manager in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

The District Project Manager for this Project is Ray Rosario.

### **4) CONTRACT TIME**

- 4.1 CM@R shall submit to District, on or before the effective date of this Contract, a Construction Progress Schedule in Critical Path Method (CPM) format indicating the times for starting and completing the various stages of the Work, including any Milestones specified in this Contract and as more fully described in the General Conditions and other Contract Documents. Revisions/updates to the CPM schedule shall be submitted to accurately reflect plans for completion of the work, but no less frequently than monthly.
- 4.2 Time is of the Essence. All of the time limits for Milestones, if any, for Substantial Completion and for Final Completion and readiness for final payments as stated in the Contract Documents, are of the essence of the Contract.
- 4.3 The Work shall be substantially complete within 120 working days after the date when the Contract Times commence to run as provided in the Notice to Proceed, and all Work shall be finally completed and ready for final payment in accordance with the Notice to Proceed within 150 working days after the date when the Contract Times commences to run.
- 4.4 Failure of CM@R to perform any covenant or condition contained in the Contract Documents within the time periods specified herein shall constitute a material breach of this Contract entitling District to terminate the Contract unless CM@R applies for and receives an extension of time, in accordance with the procedures set forth in the Contract Documents.
- 4.5 Failure of District to insist upon the performance of any covenant or condition within the time periods specified herein shall not constitute a waiver of CM@R's duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.
- 4.6 The District's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of CM@R to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Contract entitling District to all the remedies set forth herein or provided by law.

## **5) LIQUIDATED AND SPECIAL DAMAGES**

### **5.1 Liquidated Damages:**

- 5.1.1 It is hereby agreed that the amounts per day set forth herein in paragraph 5.1.2 are reasonable estimates of such damages, that said amounts do in fact bear a reasonable relationship to the damage that would be sustained by District, and CM@R agrees to pay such liquidated damages as herein provided.
- 5.1.2 District and CM@R recognize that time is of the essence of this Contract and that District will suffer financial loss, in addition to and apart from the costs described in Paragraph 5.2, if the Work and/or portions of the Work are not performed and completed within the times specified in Section 4, plus any extensions thereof allowed in accordance within the Contract Documents. District and CM@R also recognize the delays, expense, and difficulties involved in proving, through legal or arbitration proceedings, the actual loss suffered by District of the Work or portion of the Work is not completed on time. Accordingly, except and in addition to as set forth in 5.2, instead of requiring any such proof, District and CM@R agree that as liquidated damages for delay (but not as a penalty) CM@R shall pay the District One Thousand dollars and no cents (\$1,000.00 ) for each calendar day that expires after the time specified in Section 4 for substantial completion, until the Work is substantially complete. After Substantial Completion, if CM@R shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by District, CM@R shall pay the District One Thousand dollars and no cents (\$1,000.00) for each day that expires after the time specified in Section 5 for final completion and readiness for final payment.
- 5.2 Special Damages: In addition to the amounts provided for liquidated damages, CM@R shall pay District the actual costs reasonably incurred by District for the District Representative, the PM, A/E, A/E subconsultants and for engineering and inspection forces employed on the Work for each day that expires after the time specified in Section 3 for Final Completion, including any extensions thereof made in accordance with the Contract Documents, until the Work is finally complete. The rate for inspection services for this contract is \$115.00 per hour as set forth in Exhibit A. The rate for the work by the Project Designer for this Contract is as set forth in the

Project Designer's schedule of fees attached hereto. The rate for work by the District Representative is \$ 75.00 per hour as set forth in Exhibit A. Each of these hourly rates is calculated at time and one half for work required to be performed during other than normal business hours.

- 5.3 District may withhold and deduct from any payment due to CM@R the amount of liquidated damages, special damages, and other costs, such as CM@R's failed testing costs or damages to other District property, from any moneys due CM@R under the Contract.

## **6) CONTRACT PRICE**

- 6.1 District shall pay CM@R for completion of the Work in accordance with the Contract Documents, an amount in current funds not to exceed the sum of **\$940,089.55** as more specifically set forth in Exhibit B – GMP Proposal attached hereto and incorporated herein by reference. All payments shall be pursuant to and in accordance with A.A.C. R7-2-1104 and R7-2-1105 which are adopted by reference as if completely rewritten herein.
- 6.2 CM@Risk's Contingency is an amount the CM@Risk may use under the following conditions: (1) at its discretion, but with prior notice to District, for increases in the Cost of Work, or (2) with written approval of the District for increases in General Condition Costs. (3) CM@R shall document each use of this contingency in CM@R's request for payment immediately following said use along with an account balance.
- 6.3 Owner's Contingency are funds to be used at the sole discretion of the Owner. Owner's Contingency will be added to the Contract Price to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. At the time that Owner's Contingency is used, the appropriate markups will be applied. CM@R shall document each use of this contingency in CM@R's request for payment immediately following said use along with an account balance.

## **7) CM@R REPRESENTATIONS**

As part of the inducement for District to enter into this Contract, CM@R makes the following representations:

- 7.1 CM@R was a member of the Project Team for this Project and participated in and provided recommendations concerning the Contract Documents and Project Design.
- 7.2 CM@R has examined and carefully studied the Contract Documents (including any Addenda) and other related data, including "technical data" and all federal, state and local laws, ordinances, standards, rules and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.3 CM@R has obtained and carefully studied (or assumes responsibility for having done so) the reports of investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) and the drawings of physical conditions in or relating to existing surface or subsurface structures, at or contiguous to the site or otherwise which may affect costs, progress, performance or furnishing all the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CM@R and safety precautions and programs incident thereto. The reports and drawings available to District are listed in the Supplementary Conditions. CM@R acknowledges that such reports and drawings are not Contract Documents and may not be complete for CM@R's purposes. CM@R acknowledges that District and District's Representative do not assume responsibility for the accuracy or completeness of information and data shown or indicated therein with respect to Underground Facilities at or contiguous to the site. CM@R acknowledges full responsibility for locating and resolving any conflicts with any Underground Facilities.
- 7.4 CM@R has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.5 CM@R has made or caused to be made examinations, investigations, tests, studies and related data as he deems necessary, and CM@R does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.



- 7.6 CM@R has correlated the information known to CM@R, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, reports, and data, with the terms and conditions of the Contract Documents.
- 7.7 CM@R has given A/E and PM written notice of all conflicts, errors, or discrepancies that CM@R has discovered in the Contract Documents, and the written resolution thereof by District is acceptable to CM@R, and the Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. CM@R assumes full responsibility and liability for any conflicts, errors or discrepancies in the Contract Documents, including, but not limited to, the specifications, design and engineering for the project, for which written notice has not been provided and which a reasonable CM@R, participating in the design process as the Construction Manager at Risk would have discovered.

## **8) CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire Contract between District and CM@R concerning the Work consist of those listed below. The documents are listed in descending order of priority in the event of a conflict between documents, e.g. Document 8.1 would prevail over 8.2 etc. There are no Contract Documents other than the following and attachments acceptable to both parties, attached thereto:

8.1 The following which may be delivered or issued after the Effective Date of this Contract and are not attached hereto:

- A. Change Order(s).
- B. Work Change Directives.

8.2 This Contract.

8.3 Preconstruction Contract between the Parties.

8.4 General Conditions.

8.5 Final Project design and engineering documents including drawings, specifications, RFIs and responses and like documents which are to be applied in the order of priority as listed in this Paragraph 8.5.

8.6 Approved Construction Schedule (CPM).

8.7 Supplementary Conditions.

8.8 Notice to Proceed.

8.9 CM@R's guaranteed maximum price proposal, Pages   1   to   5   inclusive.

8.10 Detailed Schedule of Values.

8.11 CM@R's Schedule of Manufacturers and Supplies of Major Equipment and Material Items.

8.12 Owner's/District's Procurement Documents.

## **9) MISCELLANEOUS**

- 9.1 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.
- 9.2 District and CM@R each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, contracts, and obligations contained in these Contract Documents.

- 9.3 Fingerprint Checks. CM@R shall strictly comply with A.R.S. 15-512 in general and specifically A.R.S. 15-512 H and ensure that valid "fingerprint clearance cards" ("FCC") are in place for those identified therein and available for review by the District.
- 9.4 Registered Sex Offender Restriction. Pursuant to this Agreement, the CM@R agrees by acceptance of this Agreement that no employee or subcontractor of the CM@R, who is required to register as a sex offender pursuant to A.R.S. 13-3821, will perform work on District's premises or equipment at any time when District's students are, or are reasonably expected to be present. This CM@R further agrees by acceptance of this Agreement that a violation of this condition shall be considered a material breach and may result in a cancellation of Agreement at the District's discretion.
- 9.5 E-Verify Requirements. To the extent applicable under A.R.S. § 41-4401, the CM@R and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). CM@R's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the District.
- 9.6 Records and Audit Rights. CM@R's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any CM@R and its subcontractors' employees who perform any work or Services pursuant to this Contract to ensure that the CM@R and its subcontractors are complying with the warranty under subsection 9.4 above (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the District, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on CM@R's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Contract and (b) evaluation of the CM@R's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 9.4 above. To the extent necessary for the District to audit Records as set forth in this subsection, CM@R and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the District shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Contract for the duration of the work and until five years after the date of final payment by the District to CM@R pursuant to this Contract. CM@R and its subcontractors shall provide the District with adequate and appropriate workspace so that the District can conduct audits in compliance with the provisions of this subsection. The District shall give CM@R or its subcontractors reasonable advance notice of intended audits. CM@R shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract. CM@R shall strictly comply with A.A.C. R7-2-1083 and provide documents as reasonably requested without additional payment and shall be responsible for audit expenses should significant findings be discovered.
- 9.7 Indemnification. To the fullest extent permitted by law, the CM@R shall indemnify, defend and hold harmless the District and each Board member, officer, employee or agent thereof (the District and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), but only to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the CM@R, its officers, employees, agents, or any tier of subcontractor in the performance of this Contract. The amount and type of insurance coverage requirements set forth in the Contract will in no way be construed as limiting the scope of the indemnity in this Section.
- 9.8 Contract Subject to Appropriation. The provisions of this Contract for payment of funds by the District shall be effective when funds are appropriated and provided for purposes of this CM@R and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Contract and the District shall keep the CM@R fully informed as to the availability of funds for the Contract. The obligation of the District to make any payment pursuant to this Contract is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board fails to appropriate money sufficient to pay the amounts as set forth in this Contract during

any immediately succeeding fiscal year, this Contract shall terminate at the end of then-current fiscal year and the District and the CM@R shall be relieved of any subsequent obligation under this Contract.

9.8.1 This Contract may be cancelled pursuant to A.R.S. § 38-511.

9.8.2 The CM@R agrees that no employee, or any subcontractor employee, is permitted to interact or in any way fraternize with any students or campus personnel at any time, unless necessary for construction related purposes or safety. No CM@R employee or subcontractor employee is allowed to use any schools' facilities including bathrooms or interior areas of the buildings for breaks. Smoking is prohibited at all times while on school property. These requirements are part of the responsibilities of the CM@R's full time on-site supervision of the project. Any violation of the requirements of this paragraph shall result in immediate removal of the CM@R's or subcontractor's employee from the Project.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

This Contract will be effective on \_\_\_\_\_, 20\_\_\_\_.

JOHN POTHAST

By \_\_\_\_\_  
Superintendent

ATTEST:

\_\_\_\_\_  
Board Clerk

CONSTRUCTION-MANAGER-AT-RISK

By \_\_\_\_\_

Its SDB / Ed Riccio – CFO

ATTEST:

\_\_\_\_\_  
Secretary

**EXHIBIT A**  
**RATES FOR DISTRICT COSTS**

District Representative \$75.00 per hour.

**EXHIBIT B**  
**GMP PROPOSAL**

**EXHIBIT C**  
**GENERAL CONDITIONS**





# ACTION

## Item 10B.

Supplemental Labor Partnership w/  
ABM

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 103
FROM:	Kort Miner, Executive Director of Operations/HR	Reading
DATE:	Tuesday, July 13, 2021	Discuss
SUBJECT:	Approval of the Supplemental Labor Partnership with ABM.	Action X
		Consent

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**OBJECTIVE:** Goal #2 - Focus on Planning for Future Student Needs

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### **SUPPORTING DATA:**

Due to the struggles HUSD has encountered over the last few years in filling custodial and maintenance positions, HUSD would like to enter into a partnership with ABM Industries for supplemental labor for eight custodial positions. ABM will also provide oversight, training and supervision of these employees. The service contract is from July 14, 2021 to December 30, 2021 (112 days).

This was a Board discussion item on the June 8, 2021 Board Meeting. The Executive Director of Operations/HR met with all custodial staff on Monday, June 28, 2021 to discuss the ABM support staff proposal per the Boards recommendation.

### **SUMMARY & RECOMMENDATION:**

The estimated cost of filling these positions internally would be approximately \$161,977.60. ABM's service contract is for \$188,599. Although it is more expensive to go with ABM, we have not been able to fill all of these positions in the last three years. The cost difference will be covered under the ESSER III grant. The service contract is also only for the first semester (105 days of service) so HUSD can continue or discontinue second semester depending on how our experience with ABM is during the first semester.

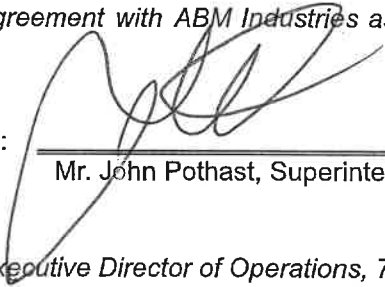
The elements of the program and agreement have been reviewed and approved to form by legal counsel.

It is recommended that the Governing Board approve the agreement.

### **Sample Motion:**

*I move to approve the Supplemental Labor Agreement with ABM Industries as presented for the first semester of the 2021-2022 school year.*

Approved for transmittal to the Governing Board:



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Mr. John Pothast, Superintendent

Questions should be directed to: Kort Miner, Executive Director of Operations, 759-5016

# Humboldt Unified School District

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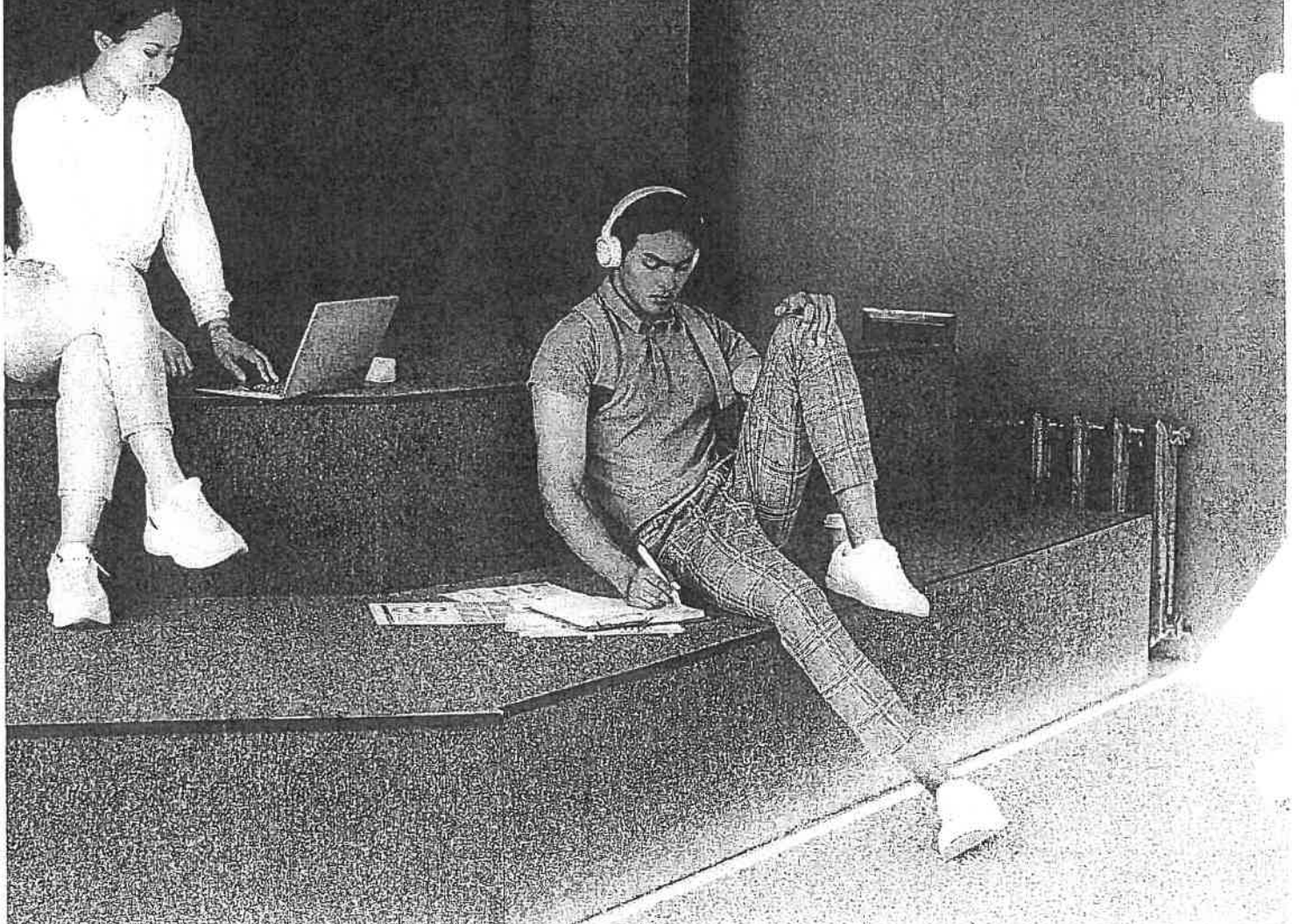
A Supplemental Labor Solution For...

## Humboldt Unified School District

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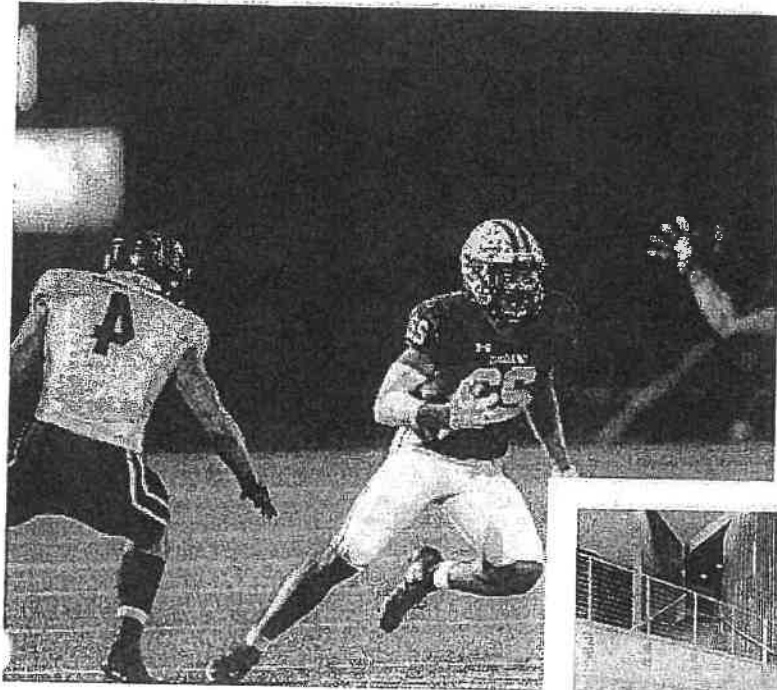
A supplemental labor partnership specific to  
Humboldt Unified School District needs and goals  
- focused on flexibility, competitive pricing, and  
guaranteed service delivery.

# 1. Proposal Introduction

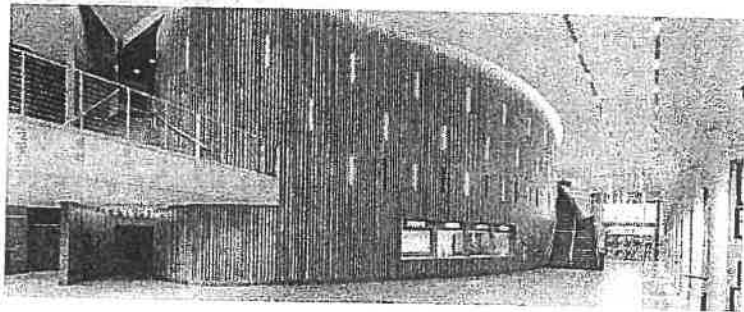




## THE EXECUTIVE SUMMARY



*A solution that  
supports Humboldt  
Unified School District  
staffing challenges*



Dear Kort,

Thank you for the collaboration on the Supplemental Labor Program for Humboldt Unified School District. We are excited at the opportunity to provide a more sustainable solution for your custodial labor needs. Humboldt USD is not alone in the current staffing situation. Numerous districts struggle with staffing due to the pandemic, the stimulus to unemployment, and varying pay rates. This has created labor gaps that have stressed your staff and diminished your district's ability to operate effectively. We at ABM understands these challenges, and we've created a model that addresses all of your needs, and exceeds expectations in delivering qualified support staff. To do this, we focused on the following three critical areas.

**Flexibility:** We're proposing a solution that allows you to flex employees to the campuses that need them the most. We intend to create standardized workflows and training programs that aligns with any work your district might need done. This model is also modular and can accommodate additional staff or right-size itself if demand diminishes. This allows the seamless application of support staff no matter what the day holds.



# HUMBOLDT USD LABOR SOLUTION

**Competitive Pricing:** For our partnership to be successful, we must present a compelling business case. We've created a program that almost certainly saves Humboldt USD money over a comparative overtime labor model. We are providing services for 134 days starting June 14, 2021 – December 31, 2021. Through the 6 months on campus we will evaluate processes, staffing patterns, provide training to all staff members (ABM and District employees), we will work as one team to create efficiencies in the processes. After the 6 months of service we can evaluate the efficiencies together and further evaluate the pricing and service needs for Humboldt USD.

**Increased Accountability:** The pandemic has further elevated the need for adequate staffing to safely perform the critical functions of cleaning, disinfecting, and food preparation. Our model ensures that you always have the staff you need, when you need them and the staff will be the same team members on your campus for the entirety of the contract (with the exception of termination or leaving of an employee)

We know that together we can overcome any challenge, and our collective futures are genuinely bright in partnership. ABM is here to allow you to focus on what's important, Humboldt USD's overall student achievement.

Respectfully,

*MaryBeth Stuart, RD*

Director Of Education Solutions  
(602)245-6947

Marybeth.stuart@abm.com

# THE PROPOSAL OBJECTIVES



## 1. FLEXIBILITY

It was made clear during our call that it's not entirely sure what the day might hold and that you need a model that allows you to flex staffing when and where you need it. ABM will train our staff on anything they might encounter, standardizing workflows and processes to meet Humboldt USD goals. Additionally, flexibility means we'll assess staffing levels every quarter to ensure you always have the right number of employees.



## 2. COST-SAVINGS

During our discussion, you outlined the need to create a compelling business case for this supplemental labor model. With that in mind, we've created a highly cost-effective solution that avoids the hefty price of overtime usage. Additionally, it gives Humboldt USD back time and labor hours to focus on more critical items.



## 3. INCREASED ACCOUNTABILITY

When we spoke, you talked about the lack of accountability with your current temporary labor vendor and how employees were often ill-equipped or unprepared for custodial and food service work. You also mentioned their inability to supply the critical employees needed for your district to function in this time of the pandemic. We are proposing a dedicated model that ensures you get the people when and where you need them.



# 2. Meet The Team





# CREDIBILITY DEFINED

## ABM IN ARIZONA



**ENERGY**  
23% average energy reduction  
for client properties



**HVAC & MECHANICAL**  
1,620+ heating and cooling  
systems serviced and maintained



**JANITORIAL**  
39+ million sq. ft. of  
buildings cleaned every day



**LANDSCAPE & TURF**  
150+ properties serviced  
and maintained



**PARKING & TRANSPORTATION**  
10,000+ parking spaces and 50+  
parking locations managed every day

# Arizona

Our 2,690+ team members in Arizona are dedicated to providing maintenance to 700+ facilities, including Phoenix Sky Harbor International Airport.



[ABM.com/AZ](http://ABM.com/AZ)



Serving Arizona  
since 1955



2,690+ Arizonians  
employed



6  
branch locations



700+ buildings  
maintained



We maintain Phoenix  
Sky Harbor  
International Airport

## WHAT THIS MEANS FOR HUMBOLDT USD

The figures above are just that, numbers. More important is what they mean for Humboldt USD. They illustrate that ABM is the right partner with the blend of experience and performance-driven culture to deliver on your staffing goals.

- ABM is the largest employer of facility service personnel in the state of Arizona
- Advanced human resources capabilities, illustrating the ability to deliver on any of your staffing requests.
- Training and best-practices are leveraged from various industries, infusing the best ideas at Humboldt USD's campuses.
- A performance-driven culture that'll ensure quality service and consistent staffing.

# ARIZONA CLIENTS & ASSOCIATIONS

## NOTABLE K-12 ARIZONA CLIENTS

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Agua Fria UHSD – Arizona / 1GPA</li> <li>• Altar Valley ESD – Arizona / 1GPA</li> <li>• Buckeye ESD – Arizona / 1GPA</li> <li>• Cave Creek USD – Arizona / 1GPA</li> <li>• Colorado River Schools - Arizona (Janitorial Grounds, &amp; FOM) / 1 GPA</li> <li>• Dysart USD – Arizona (Grounds &amp; Janitorial) 1 GPA</li> <li>• Laveen ESD – Arizona / 1GPA</li> <li>• Liberty ESD – Arizona / 1GPA</li> <li>• Murphy ESD – Arizona / 1GPA</li> </ul> | <ul style="list-style-type: none"> <li>• Paradise Valley USD – Arizona / 1GPA – Lead Entity</li> <li>• Phoenix Country Day School - Arizona</li> <li>• Scottsdale Unified School District - Arizona</li> <li>• Tolleson Elementary SD – Arizona / 1GPA</li> <li>• Tolleson Union HSD – Arizona / 1GPA</li> <li>• Higley USD – Arizona / 1 GPA</li> <li>• Union ESD - Arizona / 1GPA</li> <li>• West-MEC – Arizona / 1GPA</li> </ul> |
|--|---|



- Arizona Association of School Administrators (AASA)
- Arizona Associations of School Boards (AASB)
- Arizona Association of School Business Officials (AASBO) Alliance Partner
- BuyBoard
- 1 GPA
- Purchasing Cooperative of America (PCA)
- Association of School Business Officials (ASBO)
- AZALAS

# EDUCATION REFERENCES

## ACCOUNT

## CLIENT

## CONTACT INFO



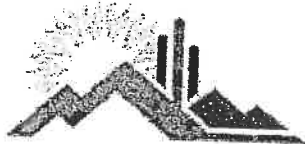
### DYSART UNIFIED SCHOOL DISTRICT

- Custodial/Grounds
- 2,900,000 sq. ft.
- 30 Sites
- Service Since 2008

### BOB ENGLISH

Director of Maintenance & Operations

Phone: (623) 764-0141



**Scottsdale *Unified***  
SCHOOL DISTRICT

### SCOTTSDALE UNIFIED SCHOOL DISTRICT

- Custodial Account
- 4,236,000 sq. ft.
- 36 Sites
- Service Since 2001

### EVERETT HAYES

Custodial Coordinator

Phone: (480) 540-7007



**H-I-G-L-E-Y**  
UNIFIED  
SCHOOL  
DISTRICT

### HIGLEY UNIFIED SCHOOL DISTRICT

- Custodial Account
- 800,000 sq. ft.
- 3 Sites
- Service Since 2020

### MICHAEL FOWLER

Phone: (480) 721-3102

# HUMBOLDT USD LEADERSHIP TEAM

## MYRON LUCKBACH

## SENIOR VP OF OPERATIONS



"Standing ready to deliver on Austin's support needs"

Myron leads all aspects of operations with a deep focus on exceeding customer expectations. An industry veteran with over 30+ years of facility services experience, Myron has held various senior-level positions with ABM's Education and Commercial Divisions, including Regional Vice President of Operations. Myron achieved the distinction of Certified Building Service Executive (CBSE) from the Building Service Contractors Association International (BSCAI). He is a certified Cleanroom Trainer and is a member of the Institute of Environmental Sciences & Technology (IEST).

## ANDY CHANG

## VICE PRESIDENT OPERATIONS



"Quality and service are my focuses"

Andy Chang currently serves as Regional Vice President of Operations in the western part of the country. He brings over 25 years of facilities management experience and is a proven leader and team builder. In his current role, he is responsible for providing strategic and operational assistance to the Division president while growing and retaining clients across his multi-state region. Many of our current clients in Andy's region are state schools.

Andy earned a master's in Business Administration from the University of Houston.

## BOB LOON

## DISTRICT MANAGER



"I'm confident that I can help"

Robert oversees all custodial operations in Arizona within ABM's Education Division. Bob has over 35 years of experience in the custodial industry, specializing in customer service and people management.

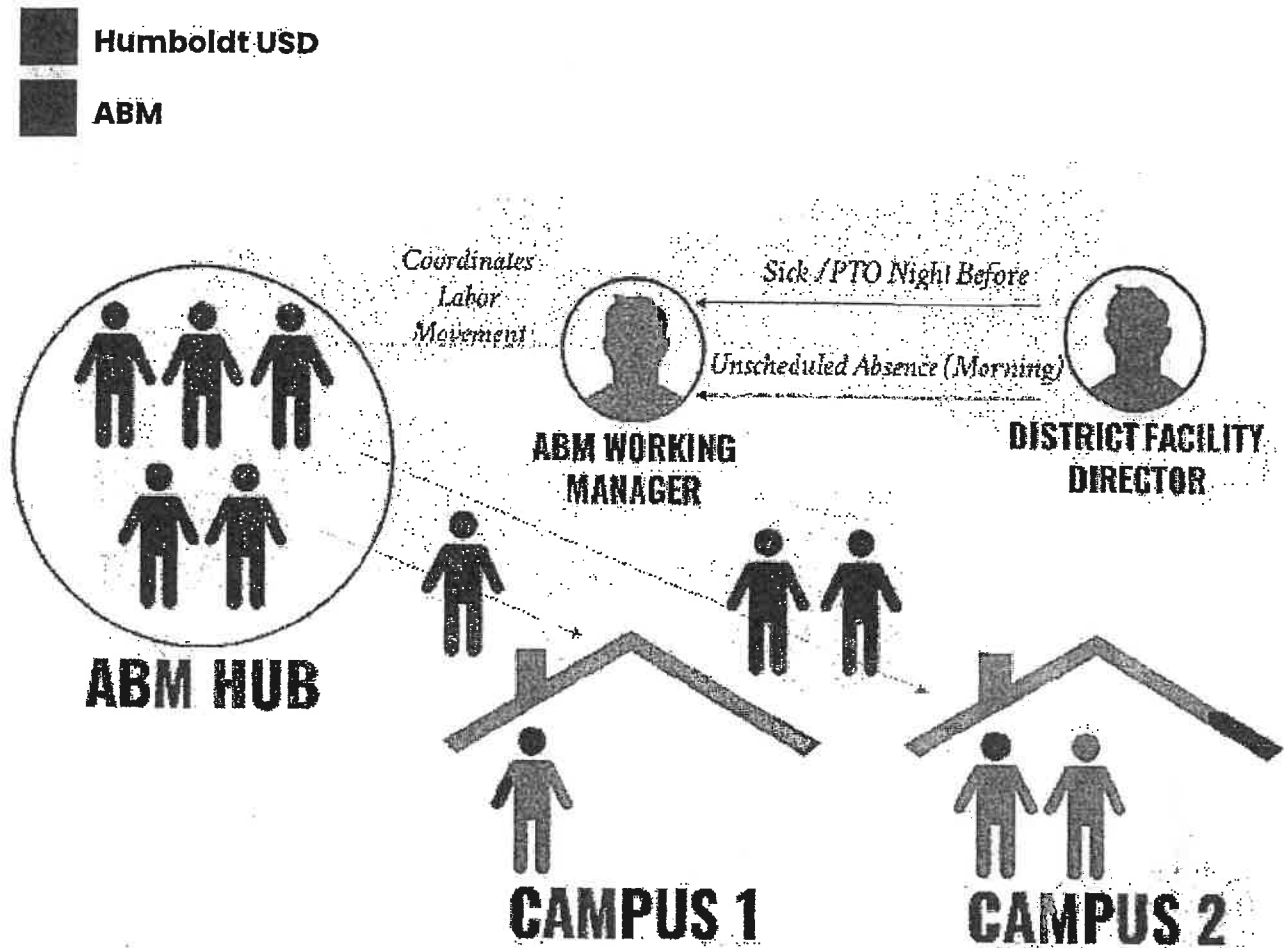
He has held various positions within ABM's Education Division including his current position as Regional Director of Operations.



# 3. The Solution



## HOW IT WORKS



## BENEFITS OVERVIEW

**This model offers dramatically improved service quality in the following ways...**

1. Increased redundancy of requested staff.
2. Produces cost-savings over an overtime model.
3. Dedicates staff and resources only to Humboldt USD.
4. Incorporates ABM and Humboldt USD's hiring, background-checking, and training best-practices.
5. Also reduces Humboldt USD's human resource and opportunity costs associated

## STAFF TRAINING PROGRAM

***"A system that  
augments  
Humboldt  
USD training  
requirements and  
keeps pace with***

### **OVERVIEW:**

To ensure consistency and accessibility, we utilize our own online training platform for new team member on-boarding and ongoing staff development called ABM University. The ABM University platform enables management and hourly staff to access a comprehensive variety of service-specific and career development training courses and curricula.

Management dashboards provide leadership with a quick look at individual progress via a Training Plan Progress Chart. We design a specific training plan for each team member, affording continuous on-demand training throughout the year.

Team member portals grant access to testing and assessments in a "Netflix" style course catalogue (thumbnail view). Topics include safety, infection control, and general cleaning techniques, clean-room techniques, maintenance, and many more service-line subjects. Team members can provide feedback and rate the courses they take to help us provide the most effective training possible.

Whether self-directed or done in small workgroups, ABM University helps team members stay certified, compliant, and ready to expand their skill sets. These learning opportunities have a tremendous positive impact on team member engagement and organizational performance. We continuously update and add new videos throughout the year to stay current with the most up-to-date materials/topics specific to job functions and infection prevention/control practices.



**ABM**University

# BACKGROUND SCREENING WITH STERLING TALENT SOLUTIONS

Hiring and onboarding the most qualified candidates quickly and efficiently to fill open positions is a top priority. ABM partners with Sterling Talent Solutions to provide reliable, fast and compliance-focused criminal background checks. By partnering with Sterling, we offer a variety of screening packages to meet your needs.

Clients may choose from a wide range of Fair Credit Reporting Act (FCRA) compliant packages and a la carte options to suit their needs.

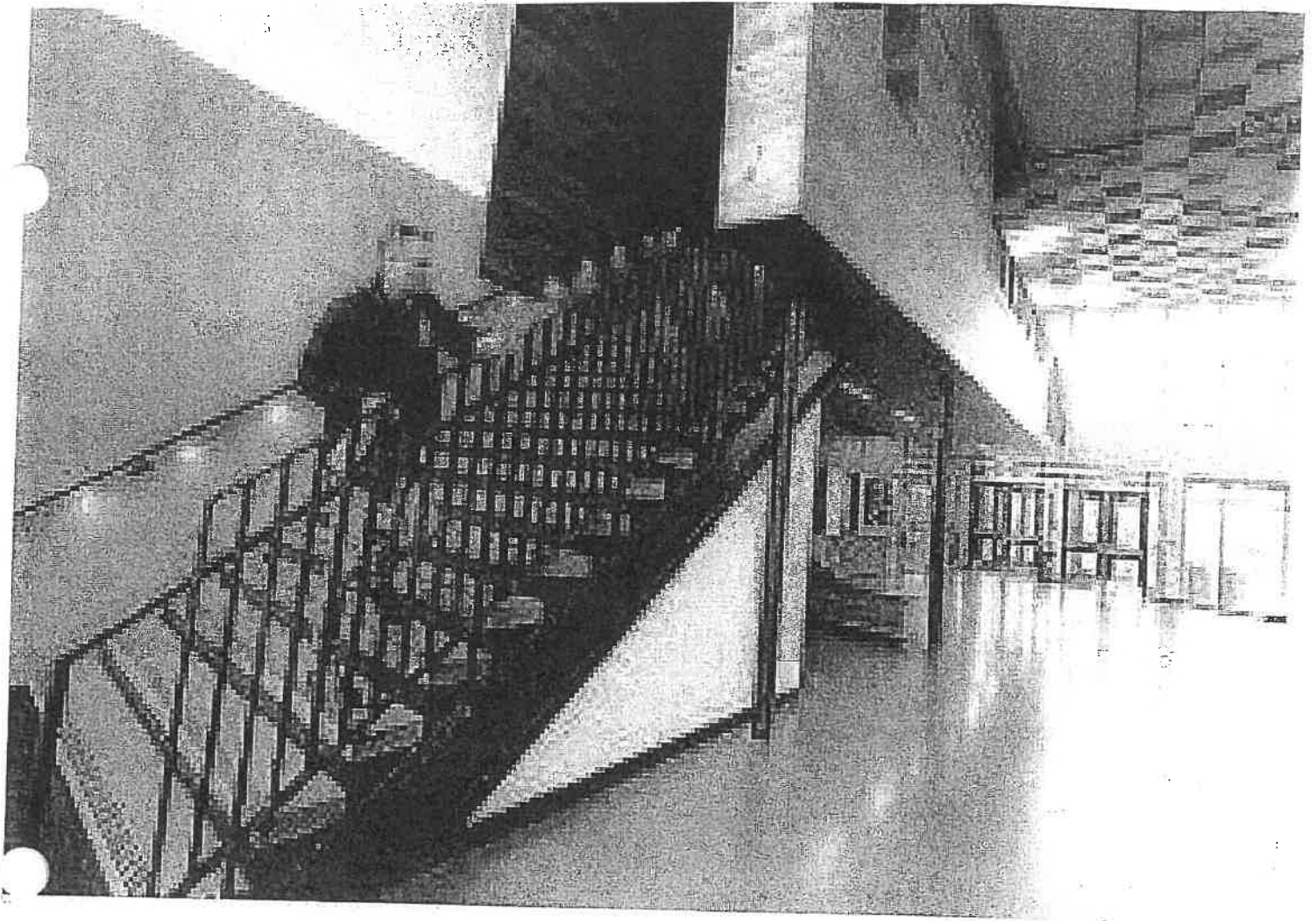
## **The basic Service Worker package covers the following searches:**

- Social Security Number (SSN) Trace
  - Review and confirm up to 10 years of address history
  - Identify names and aliases associated with the social security number
  - Review any "also known as" names such as maiden names, nicknames, common misspellings and more
- Multi-State Criminal Database Check
  - Uses Name and Date of Birth (DOB) to scour thousands of aggregated sources, further expanding the list of criminal record search locations
- Department of Justice (DOJ) Sex Offender Registry Check
  - Searches the U.S. Department of Justice Sex Offender Registry, which includes real time listings of registered sex offenders in 49 states, offering complete and current reporting of any convictions and/or infractions
- Office of Foreign Assets Control (OFAC) Check
  - Supplies a watch list for potential threats to national security as identified by the U.S. Treasury Department

## **Sterling Talent Solutions offers a comprehensive suite of criminal background checks powered by CourtDirect™, their exclusive technology and fulfillment process providing:**

- Direct, automated access to more than 2,200 county, state and federal U.S. courts
- Team of trained court research specialists to prioritize and streamline criminal record searches
- Continuous quality monitoring for greater accuracy
- A secure, compliant and efficient way to get results back 2 – 4 times faster than the industry over 70% completed in the same day"





# 4. Value Additions

# OTHER WAYS WE CAN HELP HUMBOLDT USD



## MAINTENANCE & REPAIR

Preventative Maintenance

Trades Management

HVAC

Plumbing

Electrical

Infrastructure Management

Central Plant, Boilers, Chillers

Fire-Life/Safety

Stockroom Management (MRO)

Energy Management

Procurement / Vendor Sourcing

Handyman Services

Waste Management

Project Management



## ANCILLARY SERVICES

Concierge / Reception

Conference Services

Mail room



## JANITORIAL

Residential Disinfection & Cleaning

Common Areas / Living Spaces

Summertime Conferences / Camps

Academic, Admin, and Athletic

EnhancedClean™ (COVID-19)



## LANDSCAPE & TURF

Sports Turf Management

General Campus Landscaping

Snow and Ice Removal

Exterior Event Spaces

Pest Control



## INNOVATION & TECHNOLOGY

Computer Maintenance  
Management System

Quality Inspection & Assurance

Building Analytics



Building Value

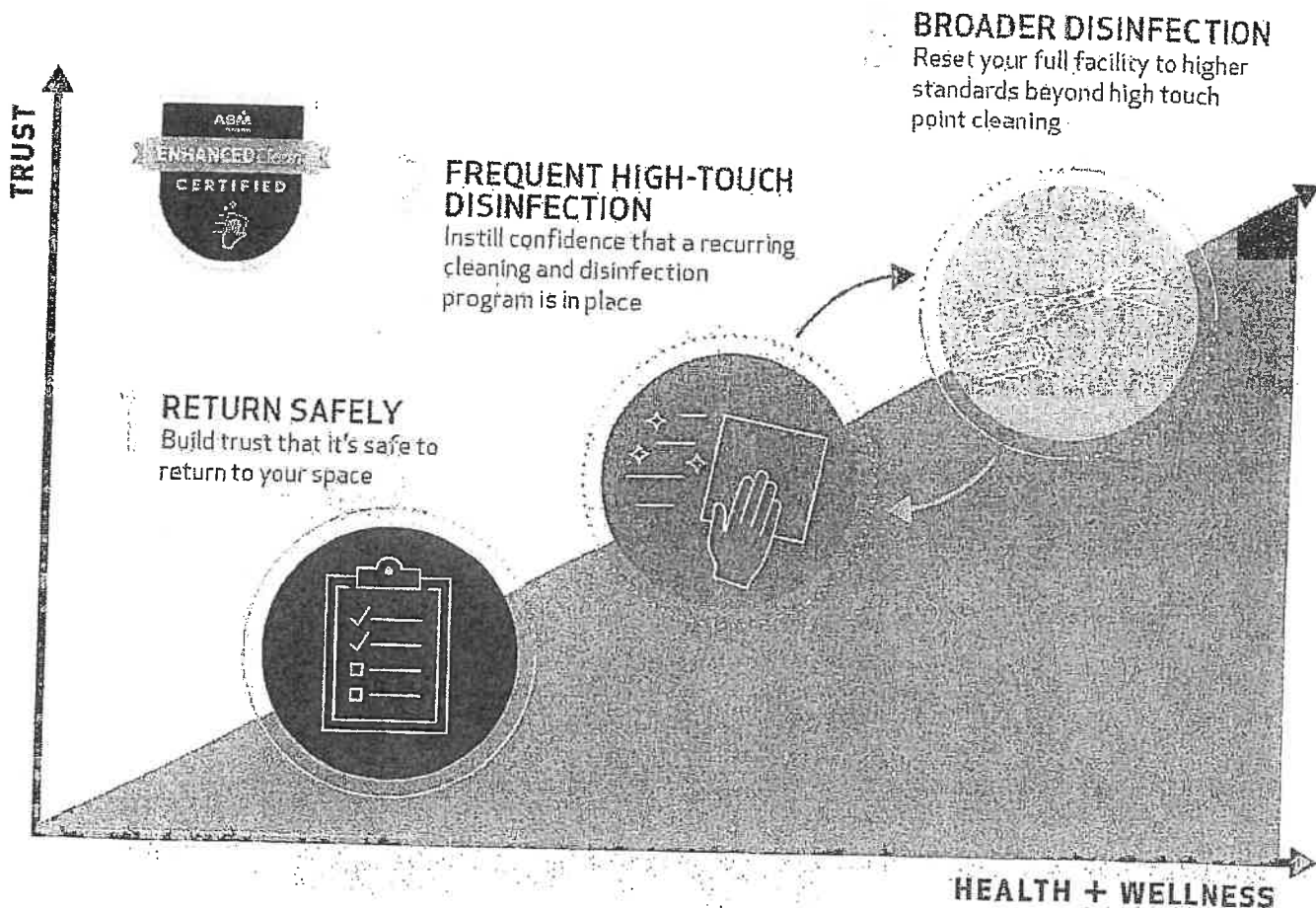
# ABM ENHANCEDCLEAN™ PROGRAM

## *Pathogen control for occupant and building wellness*

*A holistic approach to creating healthier buildings for your District*

ABM is uniquely positioned to help Midlothian ISD prevent the spread of pathogens through a three-step approach to building disinfection, backed by an expert-certified disinfection process and training program.

Beyond maintaining cleanliness, the ABM EnhancedClean™ program can help assure students, faculty, staff and visitors that you're doing your part to create healthier spaces—whether it's upon reopening comprehensively, disinfecting more frequently, or looking at the health of your building more holistically with advanced technologies.





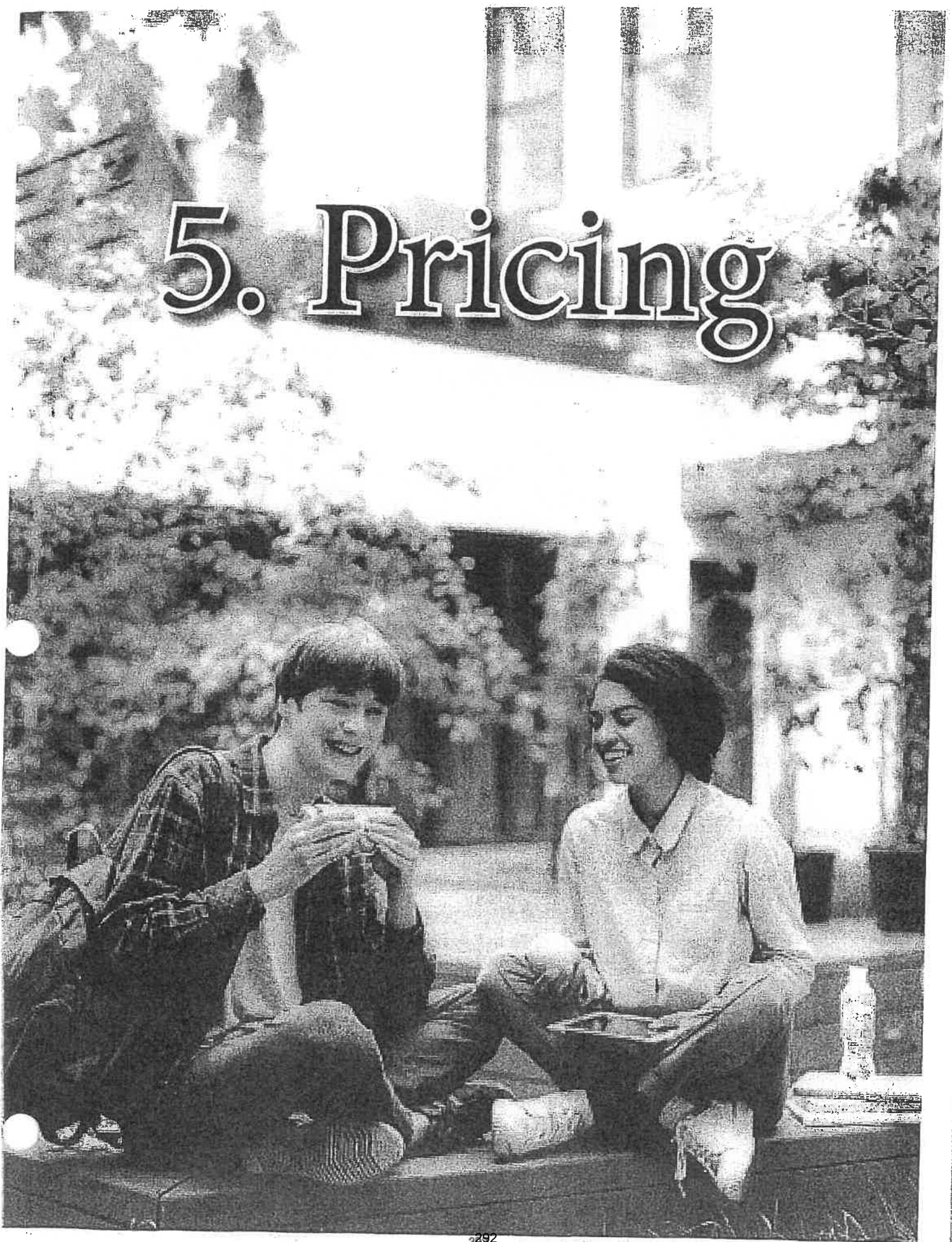
# ABM ENHANCED CLEAN™ PROGRAM

## OVERVIEW:

Every school district is unique, but what all campuses have in common is the ongoing need for preventative practices and regular disinfection to improve the health and wellness of your buildings and the students, faculty and staff. We can help you meet the evolving challenges of reopening and ongoing facility services, supplemented by broad disinfection technologies to cover every angle of building wellness.

STEP	SUGGESTED FREQUENCY	METHODS EMPLOYED	TEAM MEMBERS DEPLOYED	SUPPLIES AND EQUIPMENT
<b>Step 1: Return Safely</b> Build trust that it's safe to return to your space.	Intervals based on reentry	Pre-opening site assessment(s) using reentry checklists to inform return to work strategy Workforce protocols (i.e. PPE & social distancing procedures) Implement preventative products strategy One-time enhanced clean	Certified disinfection specialists	<ul style="list-style-type: none"> <li>No-touch fixtures, dispensers &amp; door openers</li> <li>Centralized trash receptacles</li> <li>Sensor technologies</li> <li>Hand-sanitizing stations (based on availability)</li> <li>Disinfecting wipes for occupants (based on availability)</li> <li>EPA-registered disinfectants qualified for use against SARS-CoV-2</li> </ul>
<b>Step 2: Frequent High-Touch Disinfection</b> Instill confidence that a recurring cleaning and disinfection program is in place.	Intervals range from hourly to daily	Site-specific SOW for each facility type based on occupancy levels Cleaning and disinfection of all high touch point areas in facility	Certified disinfection specialists	<ul style="list-style-type: none"> <li>Occupant Communication Kits</li> <li>EPA-registered disinfectants qualified for use against SARS-CoV-2</li> <li>Proper PPE</li> <li>Microfiber program</li> </ul>
<b>Step 3: Broader Disinfection</b> Reset your full facility to higher standards beyond high touch point cleaning.	Intervals range from nightly to quarterly	Large area disinfection	Certified disinfection specialists	<ul style="list-style-type: none"> <li>Electrostatic sprayers</li> <li>Hospital grade EPA-registered disinfectants with faster kill time and broader pathogen spectrum if an outbreak has occurred in your facility</li> <li>Continued product testing:</li> <li>Evidence-based testing and validation</li> </ul>

# 5. Pricing



# PRICING OVERVIEW

## CONTRACT TERMS

**Proposed Contract Structure:** Fixed-Fee

**Contract Length:** 6 Months

• 134 Days June 14, 2021 - December 31, 2021

**Payment Schedule:** Net 30 days

### ABM Provides

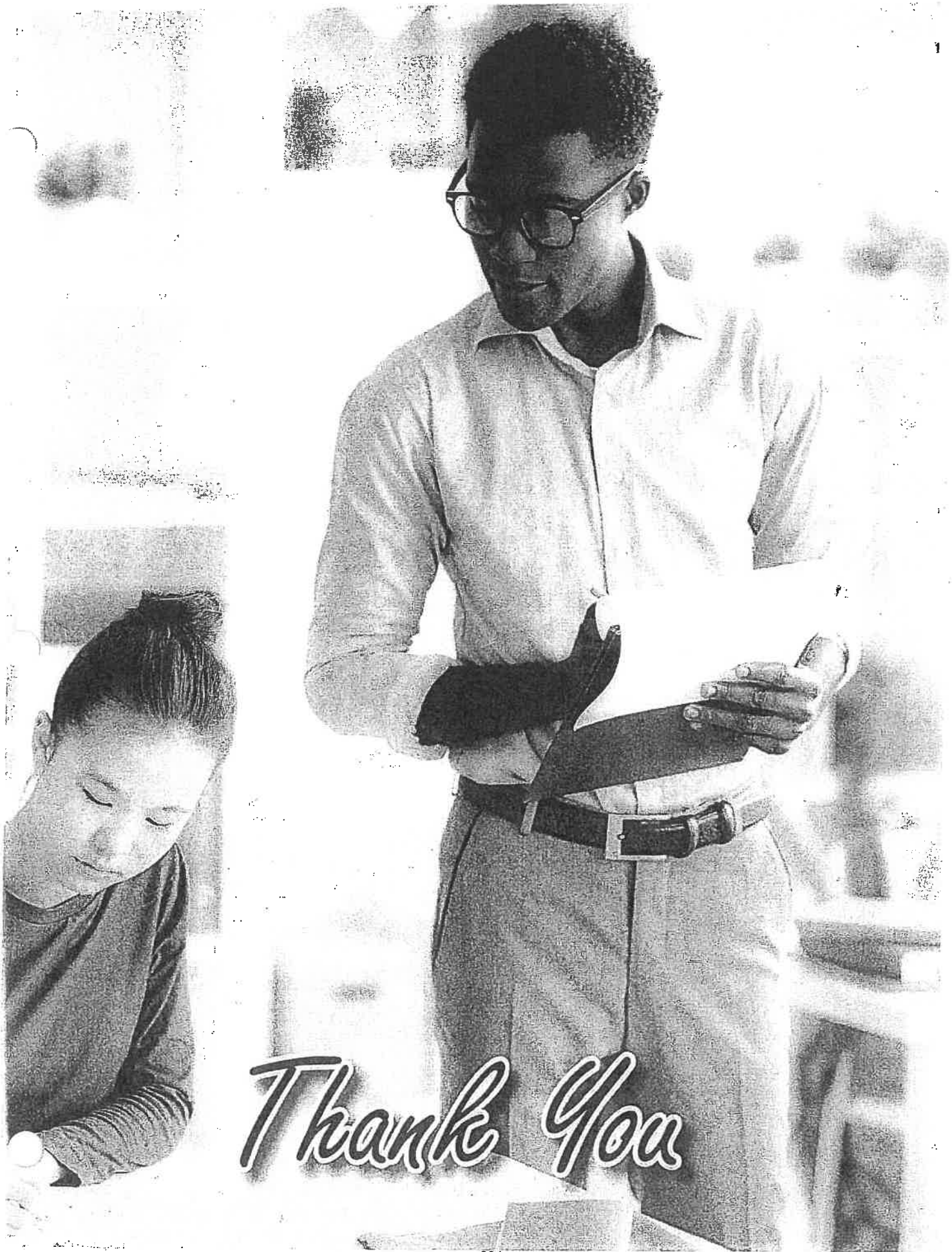
- Project Manager and Supervisor included in the rates
- Hiring is at or above \$15.00 per hour
- Supported by District Manager, VP of Operations, and the Arizona operations team

Option 1	Annual Pricing	Monthly Pricing
Custodial Staff Only 8 custodians including floor Tech, Supervisor, and Project Manager	\$240,637.00 (134 days)	Based on days of the month \$1795.80 / day
Provide Summer Cleaning and at start of school Service High School		

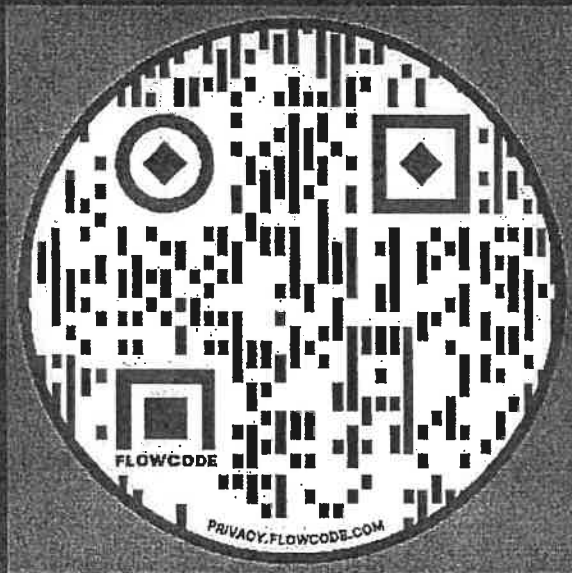
2-Day Crew  
6-Night Crew

## NOTES

- ABM intends to review staffing on a quarterly basis to ensure correct numbers for Humboldt USD.









<b>Humboldt Unified School District June 14, 2021 - June 30, 2021</b>	
21 days of service	
\$37,711.80	
8 Custodians	
Includes ABM oversight, training, supervision.	

**Humboldt Unifired School District July 1, 2021 - December 30, 2021**

**113 days of service**

**\$202,925.40**

**8 Custodians**

**Includes ABM oversight, training, supervision.**

# ACTION

## Item 10C.

MOA w/ Granville Development  
Company

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10C
FROM:	John Pothast, Superintendent	Reading
DATE:	July 13, 2021	Discuss
SUBJECT:	Property Exchange MOA with Granville Development Company	Action X
		Consent
OBJECTIVE:	Board Governance	

### **SUPPORTING DATA**

The Granville school campus has only one entrance in and out of the area, and our school busses must travel through the Granville neighborhood, to the traffic light located at North Granville Parkway, in order to exit the school, which has created some traffic issues in the neighborhood over the years.

On October 15, 2019, and again on February 9, 2021, Joe Contadino, with Granville Development Company, presented to the HUSD Governing Board about acquiring roughly 2 acres of property from HUSD from the 20 acres that Granville Elementary School sits on. That land would complete a small parcel on which the Granville Development Company plans on developing, adjusting the flood plain, and building additional homes.

That 2 acres is currently unusable by HUSD, as it sits in a flood plain.

In exchange for those 2 acres, Granville Development Company would build a new access road through that new development and onto the Granville school property, which our school buses could use to better access Granville Elementary School. Rather than having to drive through a section of the Granville housing development to get to/from school, our busses would be able to access the school right off Santa Fe Loop Road, through the newly developed road, and onto the school's existing bus road.

ARS 15-342 (10)(a) allows for Governing Boards to enter into land agreements provided the value of the land is less than \$50,000. The parcel identified for the exchange has been assessed at \$48,000. Furthermore, the value of the constructed road for HUSD use is significantly more than the assessed value of the land.

At the February 9, 2021 Governing Board Meeting, the HUSD Governing Board approved, in principal, this land exchange, pending a finalized Memorandum of Agreement (MOA). Attached is the finalized MOA, with associated exhibits, between Universal Homes Construction, LLC, and the Humboldt Unified School District. The MOA and associated exhibits have been approved by district legal counsel.

### **SUMMARY & RECOMMENDATION**

The administration recommends the approval of the MOA between Universal Homes Construction, LLC, and the Humboldt Unified School District.

### **Sample Motion**

I move to approve the Property Exchange MOA with Universal Homes Construction, LLC.

Approved for transmittal to the Governing Board:

Mr. John Pothast, Superintendent

Questions should be directed to: Superintendent John Pothast, (928)759-4000

## MEMORANDUM OF AGREEMENT

This binding Memorandum of Agreement (“MOA”) entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the Humboldt Unified School District No. 22, of Yavapai County, Arizona, a political subdivision of the State of Arizona and Unified School District therein, (hereinafter “HUSD” or “Party”) and Universal Homes Construction, L.L.C., an Arizona L.L.C. (hereinafter “Developer” or “Party”), said Parties may hereinafter be jointly referred to as “Parties”, and any successors or assigns.

### RECITALS:

1. On December 16<sup>th</sup>, 1999, the Prescott Valley Town Council approved the zoning for the Granville Master Planned Community totaling approximately 1,200 acres.
2. The zoning allowed for 3,400 residential homes, several commercial parcels and a site designated for an elementary school.
3. As a condition to granting zoning approval, the Town of Prescott Valley required DEVELOPER to donate 20 acres of the Master Plan to the HUSD.
4. On July 30, 2004, DEVELOPER deeded a 20-acre parcel on the East side of Glassford Hill Road and South of Granville Parkway as identified in the attached Exhibit B to HUSD.
5. In calculating the 20 acres DEVELOPER included all property South and East of the intersection of Glassford Hill Road and Granville Parkway extending from Glassford Hill Road East to the first phase of development to equal 20 acres.
6. In 2006-2008, the HUSD constructed a K-6 Elementary School on the 20 acres noted above.
7. At the completion of construction, HUSD constructed a fence enclosing the property developed for school usage, allowing for all of the building, parking and athletic fields. Such enclosure contained approximately 15.1 acres per attached Exhibit A.
8. The bulk of the HUSD property owned outside of the perimeter fence on the South side totaling approximately 5.7 acres is designated by Federal Emergency Management Agency (FEMA) as a flood zone.
9. Any attempt to develop this property would require a major capital investment in both Civil Engineering and Land Development to remove the property from the flood zone.
10. To make this property usable for any purpose, a Conditional Letter of Map Revision (CLOMR) would need to be completed and submitted to FEMA along with a re-designation of the flood channel along with the improvement plans to import a substantial amount of dirt to create a flow channel. After the channelization work has been

completed FEMA would then be requested to issue a final Letter of Map Revision recognizing the new flood channel.

11. Since the Granville Elementary School (“GES”) opened all bus and residential access is limited to Granville Parkway and Stover Drive. Ingress and egress from South Granville Parkway to GES is not signalized. Glassford Hill Road at this intersection is 4 lanes wide with a 20-foot median and a barrier installed to disallow left turns from Granville Parkway. School bus traffic must travel approximately 1-mile North on Granville Parkway to a lighted intersection at Glassford Hill Road and Granville Parkway.
12. Due to: student, staff, parents and general public health, safety and welfare concerns; operational efficiency issues and other concerns HUSD has long had an interest in gaining access to the Santa Fe Loop Road to the South of the GES and to the signalized intersection of Glassford Hill Road and the Santa Fe Loop Road.
13. DEVELOPER has been aware of the congestion of auto and bus traffic at pick up and drop off times that creates unsafe conditions for HUSD students, staff and the general public, and HUSD’s interest in obtaining additional bus ingress and egress to the traffic signal at Santa Fe Loop Road and Glassford Hill Road.
14. DEVELOPER owns an unimproved parcel of land South of the property owned by the HUSD abutting the right of way of the Santa Fe Loop Road. Such parcel contains approximately 12 acres and is designated as open space in the Granville master Plan as per attached Exhibit B.
15. With substantial infrastructure work, the DEVELOPER owned parcel of approximately 12 acres and the HUSD property of approximately 2 acres can be developed for residential uses.
16. On February 8<sup>th</sup>, 2021 DEVELOPER received approval of the preliminary development plan from the Planning and Zoning Commission of the Town of Prescott Valley. Such approval pending final approval by the Town council will allow DEVELOPER, among other things, to build 56 single family homes and provide signalized roadway access (the “Roadway”) to GES from Santa Fe Loop Road. Such preliminary development plan is attached hereto as Exhibits C and F.
17. DEVELOPER has applied for and received approval of its CLOMR application from FEMA on February 9<sup>th</sup>, 2021.
18. There is attached as Exhibit I a legal description and map of the approximate 2-acre parcel HUSD anticipates exchanging with the DEVELOPER in return for DEVELOPER’s development of the signalized Roadway and the adjacent property and ensuring HUSD rights of use to the Roadway which will run through DEVELOPER’s property. Said parcel was appraised to have a fair market value of Forty-Eight Thousand (\$48,000.00) Dollars as of February 5, 2021 by Robert C. Huck, MAI, Certified General Real Estate Appraiser Certificate No. 30123.

19. DEVELOPER has agreed to construct said Roadway in conformance with the engineering and drawing attached hereto as Exhibits D-1, D-2, E, and G. Final design at the turn around to GES shall be determined by HUSD prior to the installation of such improvements. The cost of constructing the Roadway, not including the value of DEVELOPER's property over which it will traverse is expected to be approximately One Hundred Forty-Two Thousand (\$142,000.00) Dollars. DEVELOPER has agreed to and shall pay all costs for the reclassification of land and design and construction of the Roadway from GES to the Santa Fe Loop Road as further described herein.

NOW, THEREFORE and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto agree as follows:

1. Each of the recitals set forth above are incorporated into and made enforceable parts of this MOA and the Parties acknowledge the accuracy, correctness and enforceability of said recitals.
2. The Parties hereby agree as follows:
  - A. HUSD hereby agrees to:
    - i. Allow DEVELOPER to enter on to HUSD school property to complete necessary channelization and roadway improvements upon reasonable notice and at reasonable times giving due consideration to HUSD's obligation to safeguard the health, safety and welfare of its students, staff and guests and its operational needs and obligations.
    - ii. Upon DEVELOPER's timely written notice to HUSD of DEVELOPER's intent to record the related plat ("Plat") to convey the property described in Exhibit F, owned by HUSD to DEVELOPER as described on the attached Special Warranty Deed ("SWD") as an Exhibit. Upon timely notice by DEVELOPER of DEVELOPER's intent to record such conveyance to DEVELOPER to occur within 5 days prior to the Plat being recorded in the public records of Yavapai County.
  - B. DEVELOPER agrees to:
    - i. Design and Construct, at DEVELOPER's sole expense, the Roadway to provide access to GES from Santa Fe Loop Road to the school building in accordance with the engineering drawing attached hereto as Exhibits D-1 and D-2, subject to the final determination of the turnaround. (Roadway)
    - ii. Submit as built drawings to FEMA and HUSD to obtain a final Letter of Map Revision (LOMR) of the flood zone located on the South side of HUSD property.

- iii. To allow HUSD unlimited use of the Roadway and to dedicate the portion of the Roadway up to the HUSD's property line to the applicable entity.
  - iv. DEVELOPER understands and agrees that HUSD will install a gate on the Roadway at the HUSD property line and will regulate access to that portion of the Roadway on HUSD property including closing the gate and not allowing public access to that portion of the Roadway on HUSD property when it is in the best interest of the HUSD to do so.
  - v. To have the Roadway completed and available for full use within 24 months of executing this MOA, and failing to do so shall convey the property back to HUSD.
  - vi. That all design services shall be provided by design professionals certified by the State of Arizona. All construction services to be provided by contractors properly registered in the State of Arizona and possessing Arizona Finger Print Clearance Cards and that all costs for said services shall be paid by DEVELOPER.
- C. The Parties intend for this MOA to be a binding, enforceable legal document and agreement of the Parties with which they shall strictly comply and which shall subject the Parties to remedies available at law for breaches or violations of the MOA, including the possible reversion of the SWD.
  - D. The Parties have provided and received additional consideration for the MOA which is fair and full in the form of exchange of interests in land, promises to construct the Roadway and cooperation in modifying the designation of the lands related to this MOA to the Parties' mutual benefit. Further, completion of this MOA, will remove a substantial threat to the health, safety and welfare of the students, staff and public served by HUSD and the community to be developed by DEVELOPER.

### 3. GENERAL:

- A. Indemnification. To the extent permitted by law, HUSD and DEVELOPER each agree to hold the other Party harmless and indemnify the other for any loss, liability, or damages, including related costs and attorney's fees, arising from any action, omission or negligence of the indemnifying Party, that Party's employees, officers or agents relating to and or arising out of the performance of this MOA.
- B. This MOA is subject to cancellation pursuant to A.R.S. §38-511.
- C. Dispute Resolution. Disputes arising from this MOA shall be resolved through good faith negotiation between the Parties including such alternative dispute resolution procedures as the Parties may agree upon. All disputes not so resolved shall be resolved pursuant to Arizona law exclusively in the applicable Arizona courts with venue in the



Yavapai County Superior Court. In any such litigation, the prevailing Party shall be awarded their costs and attorneys' fees.

- D. Assignment. Neither Party may assign their rights or obligations under this MOA without the written approval of the other Party.
- E. Severability. If any part or parts of this MOA are held to be void or unenforceable by a court of competent jurisdiction, the remaining parts of the MOA shall remain in full force and effect.
- F. Required Provisions. This MOA shall be deemed to have all provisions as may be required by law as if such provisions are fully rewritten herein.
- G. Audits/Document Retention. All documents relative to this MOA, construction of the Roadway and related activities shall be retained for a period of five (5) years after the completion of the Roadway and shall be made available upon reasonable request by the Parties or entities with the authority to make such requests.
- H. Independent Contractors. The Parties herein are independent contractors and shall not be deemed or considered to be joint venturers, employer/employee or otherwise related.
- I. This MOA may be executed in counterparts and shall be effective on the date of the last signature.
- J. Environmental Protection.
  - i. No Release. Except as provided in applicable environmental law, DEVELOPER shall not release or discharge any Hazardous Substance in its Development activities related to or arising from this MOA. A "Hazardous Substance" as used in this MOA means a substance the release of which would necessitate an environmental response action under any federal, state, county, or municipal law, whether now in effect or enacted in the future. The term includes asbestos in any form, formaldehyde, equipment that contains fluid containing polychlorinated biphenyls, any petroleum product in non-regulated bulk storage containers, or any other chemical, material or substance that is defined or classified as hazardous or toxic or the exposure to which is prohibited, limited or regulated by any governmental authority having jurisdiction.
  - ii. Notices. In the event of a release by DEVELOPER of any Hazardous Substance relative to actions or omissions related to this MOA, DEVELOPER shall, at its expense or that of its contractors, and in compliance with all applicable laws and governmental directives: (i) give prompt written notice to HUSD of the Release on receiving information about its occurrence; (ii) take immediate steps to limit the actual or potential harmful effects of the Release to persons and property, or cause

others to do so; and (iii) remove, institute a remediation program or cause others to remove or institute a remediation program.

- iii. DEVELOPER's Indemnification. DEVELOPER agrees to indemnify, defend and hold harmless HUSD from and against all claims, damages, liabilities, losses, judgments, settlements and costs (including without limitation reasonable attorneys' fees and disbursements and taxable costs) to the extent arising out of a Release caused by or resulting from actions or omissions of DEVELOPER, its employees, agents, vendors or similar individuals relative to this MOA.

- K. Liability Insurance. During the pendency of this MOA, DEVELOPER shall procure and maintain a policy of commercial general liability insurance insuring DEVELOPER or DEVELOPER shall self-insure by strictly complying with the self-insurance provisions set forth herein, including Exhibit H, against liability for bodily injury, property damage (including loss of use of property) and personal injury arising out of activities or omissions related to the MOA. DEVELOPER shall add HUSD as an additional insured under such policy. The amount of such insurance shall be One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. The liability insurance obtained by DEVELOPER pursuant to this Section shall (a) be primary and non-contributing, (b) contain cross-liability endorsements, and (c) insure HUSD against DEVELOPER's performance under the MOA. The amount and coverage of such insurance shall not limit DEVELOPER's liability nor relieve DEVELOPER of any other obligation under this MOA. DEVELOPER may satisfy this provision by self-insurance upon completion of the documents as provided in Exhibit H.

L. Notices.

- i. All notices required or permitted under this MOA shall not be effective unless personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or by reputable commercial overnight courier service, to the following addresses:

If to HUSD: Humboldt Unified School HUSD No. 22  
6411 North Robert Rd.  
Prescott Valley, AZ 86314  
Facsimile: 928-759-4020

If to DEVELOPER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- ii. Any notice shall be deemed to have been received three (3) days after the date of mailing, if given by certified mail, or upon actual receipt if personally delivered or

if given by reputable commercial overnight courier service. Any Party may designate in writing a different address for notice purposes pursuant to this Section.

- M. Sales and Property Taxes. DEVELOPER shall pay any tax, sales tax, personal property tax, transaction privilege tax, license or permit fees or other tax assessed as the result of its activities under this MOA or arising from this MOA. In the event that laws or judicial decisions result in the imposition of a real property tax or any other form of tax or imposition on the interest of HUD, such tax shall also be paid by DEVELOPER for the period this MOA is in effect to the extent such taxes are reasonably attributable to the MOA or a portion thereof or the operation of DEVELOPER's business.
- N. Approvals, Consents and Notices. All approvals, consents and notices called for in this MOA shall be in writing, signed by the appropriate Party.
- O. Nondiscrimination/Required Provisions. In acting relative to this MOA, neither Party shall illegally discriminate against any person or class of persons by reason of race, color, creed, or national origin.
- P. Time of the Essence. Time is of the essence in the performance of the obligations of each party hereunder.
- Q. Scrutinized Business Operations. Pursuant to Arizona Revised Statutes Sections 35-391.06 and 35-393.06, DEVELOPER certifies that it does not have scrutinized business operations in Sudan or Iran.
- R. Entire Agreement. This MOA contains the entire Agreement of the Parties with respect to the subject matters herein and it may be amended, modified or waived only by an instrument in writing signed by both Parties.
- S. Certification. As evidenced by their signatures below, the signatories hereto certify they are duly authorized by the respective Parties to execute this MOA on behalf of and thereby bind said Party.

BY DEVELOPER: _____	BY DISTRICT: _____
_____ Printed	_____ Printed
_____ Date	_____ Date

## SPECIAL WARRANTY DEED

This Deed is made this \_\_\_\_\_ day of April, 2021 by and between the Humboldt Unified School District, a political subdivision of the State of Arizona and unified school district ("Grantor") and Universal Homes Construction, L.L.C., an Arizona limited liability company, (hereinafter "Grantee"),

WITNESSETH:

That in consideration of Ten and no/100 (\$10.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, and other considerations set forth in the Grantor and Grantee's Memorandum of Agreement ("MOA") attached hereto and made an enforceable part hereof as Exhibit A, said Grantor does hereby grant and convey unto said Grantee the following described land, situate, lying and being in the County of Yavapai and State of Arizona, to wit:

[LEGAL DESCRIPTION OF LAND]

This conveyance is made expressly subject to the MOA between the Grantor and Grantee as set forth in Exhibit A. The MOA establishes the basis for the Special Warranty Deed and is an enforceable part of this Special Warranty Deed and Grantor's grant shall be effective for so long as there is strict compliance with and completion of the obligations of the Grantee set forth in the MOA by Grantee.

This conveyance is made expressly subject to the deeds of trust, mortgages, conditions, restrictions, rights of way, easements, and other instruments of record, insofar as they may lawfully affect the Property. Subject to current taxes and other assessments, reservations and patents and all easements, rights of way, incumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold in fee simple subject to the conditions set forth herein.

Grantor does hereby covenant to and with the said Grantee that said Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land and Grantor binds itself and its successors to warrant and defend title, against all acts of Grantor herein, and no other, subject to the matter set forth.

The person executing this document on behalf of the Grantor warrants his or her authority to do so and that all persons necessary to bind Grantor have joined in this document.

EXECUTED this \_\_\_\_\_ day of April, 2021.

Grantor:

Humboldt Unified School District No. 22  
of Yavapai County, Arizona

By: \_\_\_\_\_

State of Arizona  
County of \_\_\_\_\_

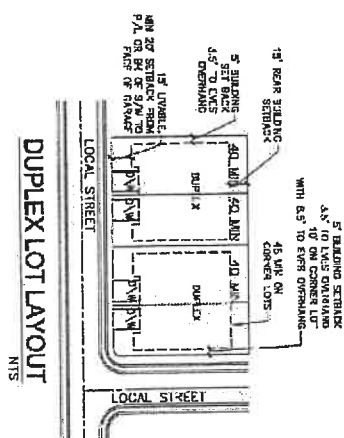
The foregoing document was  
acknowledged before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_





0 50 100 200  
SCALE IN FEET



SIDEWALK TO BE BUILT ON ONE SIDE ONLY. SEE PLAN FOR LOCATION.  
BAYS PASSING LANE TO BE INSTALLED AT 200' MAXIMUM INTERVALS.

S DEMARK TO BE SURT ON ONE SIDE ONLY. SEE PLAN FOR LOCATION, 5'± PASSING LANE TO BE INSTALLED AT 230' MAXIMUM INTERVALS.

TYPICAL RESIDENTIAL STREET

**ENGINEER:**

**UNIVERSAL HOMES CONSTRUCTION, LLC**  
8161 EAST INRAY BLVD. ROAD  
SCOTTSDALE, ARIZONA 85250  
PHONE: 482-819-8888  
CON. ACT: JOE CONTALDO

**CLASSEN**  
7250 NORTH 10TH STREET  
SUITE 210  
PHOENIX, ARIZONA 85020  
PHONE: 602/441000  
CONTACT: KEN TARR

OLSON  
7250 NORTH 16TH STREET  
SUITE 210  
PHOENIX, ARIZONA 85020  
PHONE: 602/461000  
CONTACT: KEN TARR

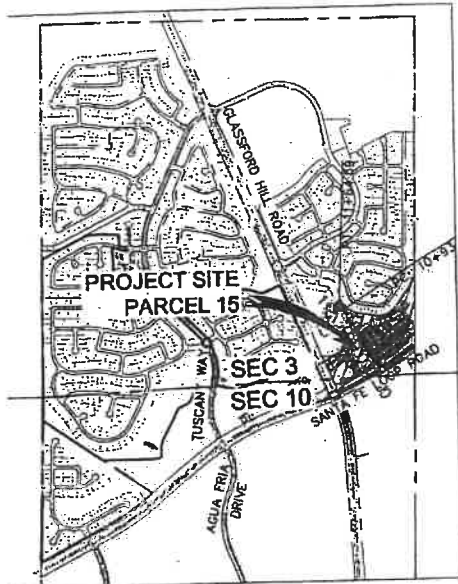
## BENCHMARK:

TRAIL 3 RD FLUSH IN CONCRETE STRIPED TOWN OF PRESCOTT VALLEY PCT ON THE NW CORNER OF LONE CACTUS DRIVE AND VAN DYKE DRIVE. ELEVATION= 5033.64  
 NW4000 - 2010 TOWN OF PRESCOTT VALLEY CATHU  
 TRAIL 4C FLUSH IN CONCRETE STRIPED TOWN OF PRESCOTT VALLEY RP23\* ON THE NE CORNER OF STRAIGHT DRIVE AND PARADISE LAKE. ELEVATION= 5103.41  
 NW4000 - 2010 TOWN OF PRESCOTT VALLEY CATHU

# GRANVILLE

## UNIT 15 - IMPROVEMENT PLANS

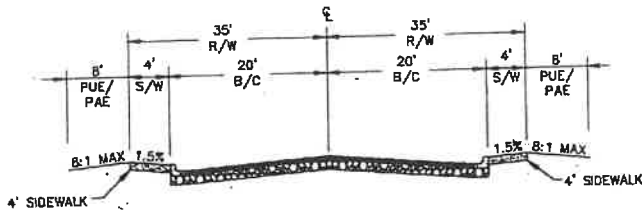
N5 OF THE SOUTHEAST QUARTER OF SECTION 3 AND THE NORTHEAST  
 ER OF SECTION 10, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA  
 AND SALT RIVER BASE & MERIDIAN, YAVAPAI COUNTY, ARIZONA



**LOCATION MAP**

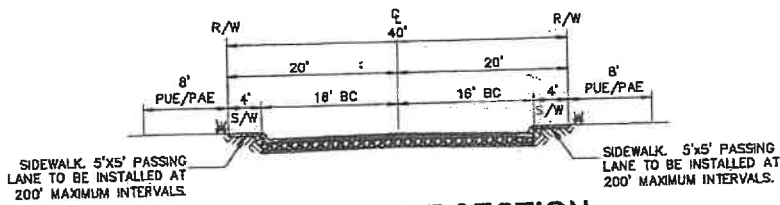
SCALE: 1"=1000'

SHEET INDEX	
1	COVER SHEET
2	UTILITY KEY MAP
3	SIDEWALK AND STORM DRAIN KEY MAP
4	CURVE & LINE DATA
5-6	NOTES
7-13	PAVING, WATER & SEWER PLANS
14	OFFSITE SANITARY SEWER PLAN
15-20	DETAILS



**ENTRANCE STREET SECTION**

NTS



**LOCAL STREET SECTION**

NTS

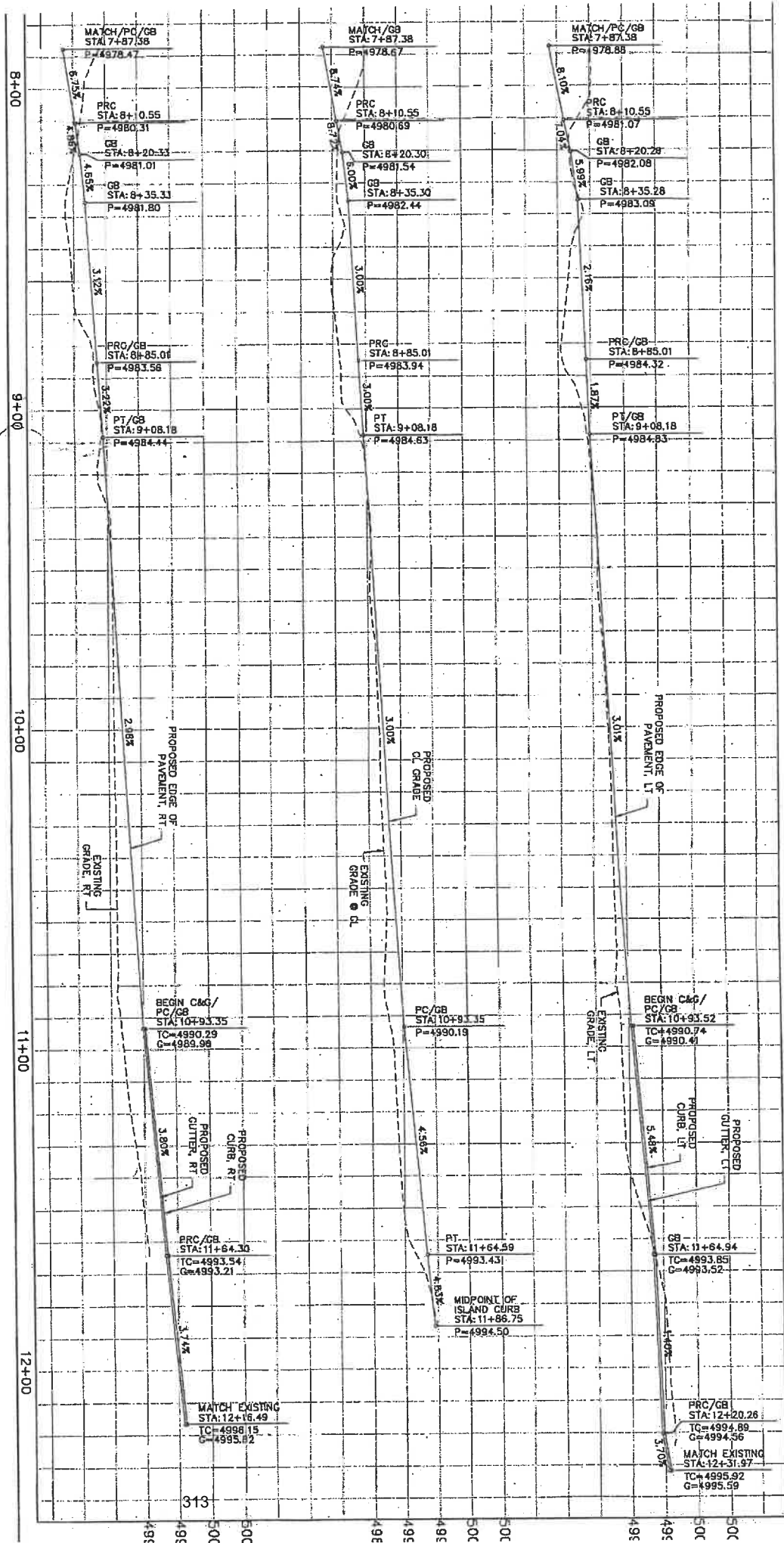
AS-BUILT CE

Exhibit "D-1"





7-16-14 "D-7"



English

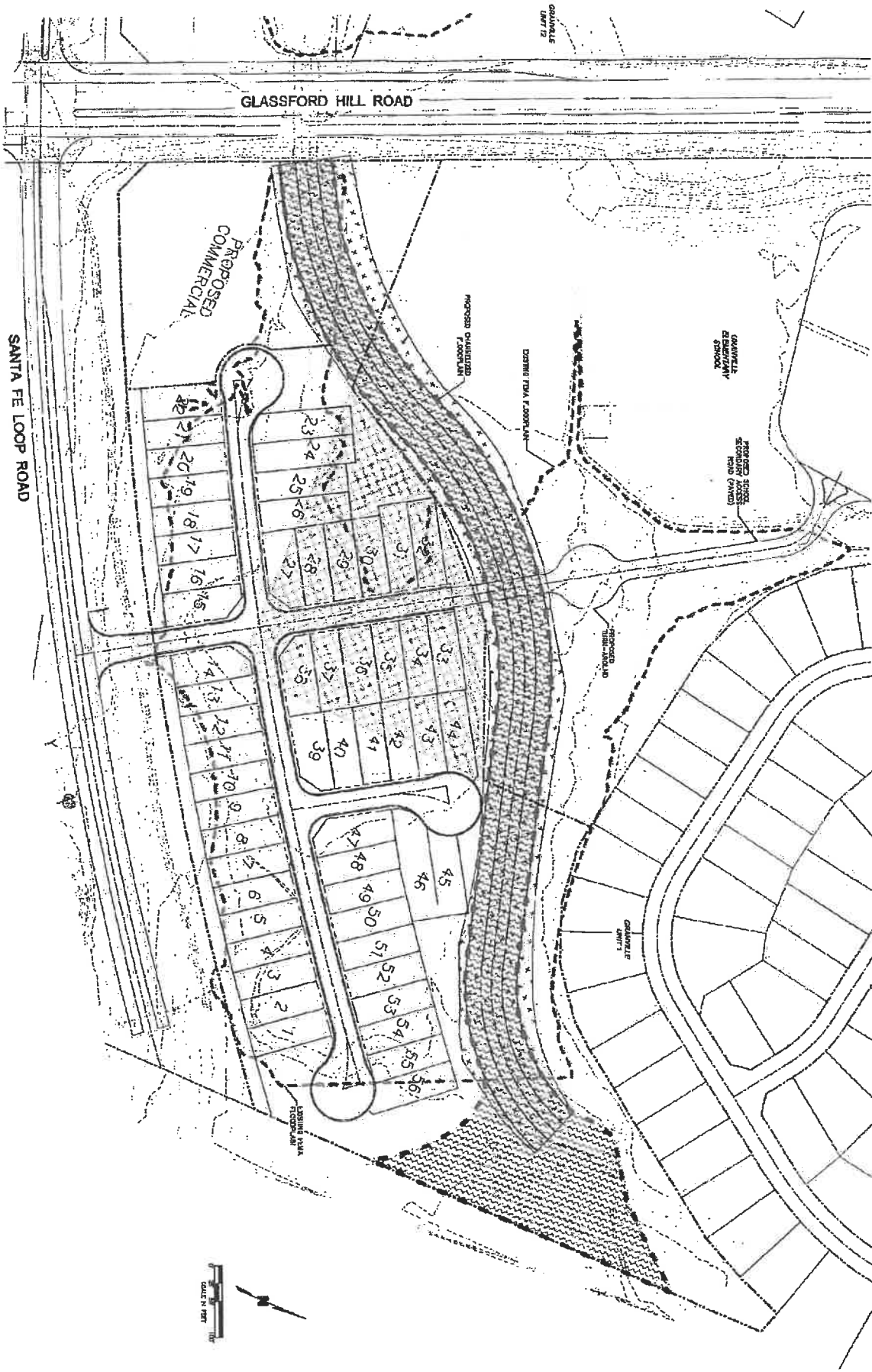
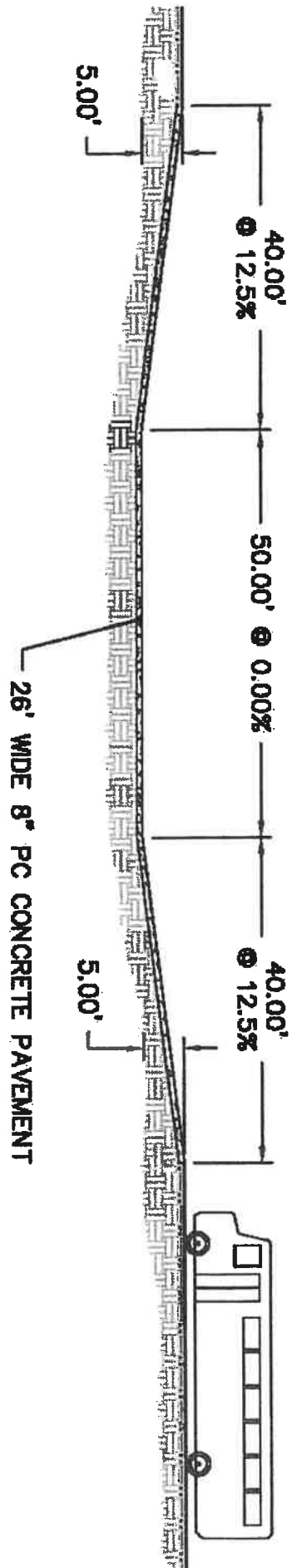


Exhibit "F"



# BUS ROUTE WASH CROSSING DETAIL

Exhibit "G"

**EXHIBIT H**  
Self-Insurance Agreement

Developer shall self-insure for the Commercial General Liability Insurance obligation, as required by the MOA, subject to and conditioned on:

(1.) “Self-insure” shall mean that Developer is acting as though it were the insurance company providing the insurance required under the provisions of the MOA and this Agreement and Developer shall pay any amounts due in lieu of insurance proceeds because of self-insurance, which amounts shall be treated as insurance proceeds for all purposes under this MOA.

(2.) All amounts which Developer pays or is required to pay and all loss or damages resulting from risks for which Developer has elected to self-insure shall be subject to a waiver of subrogation and shall be primary and non-contributory and shall not limit Developer’s indemnification obligations as set forth in the MOA.

(3.) Developer’s right to self-insure and to continue to self-insure is conditioned upon and subject to:

(A.) Developer providing written documentation identifying the “Financial Institution” (the “Financial Institution”) in which Developer has deposited and will maintain a balance of One Million (\$1,000,000.00) Dollars for the purpose of this self-insurance to include:

- (i.) Name of the Financial Institution;
- (ii.) Type and/or name of account;
- (iii.) Account number; and
- (iv.) A letter from the Financial Institution on its letterhead confirming the foregoing.

(B.) The Developer providing a monthly statement from the Financial Institution which demonstrates a balance in the self-insurance account of not less than One Million (\$1,000,000.00) Dollars and confirms that Developer has maintained that amount in said account throughout that month. The monthly statement shall be provided to District by Developer within one (1) week of said statement being provided by the Financial Institution to Developer.

(C.) In the event Developer fails to fulfill the requirements of (3.)(B.) above, Developer shall immediately lose the right to self-insure and shall be required to provide the insurance specified in the MOA.

(4.) In the event that Developer elects to self-insure and an event or claim occurs for which a defense and/or coverage would have been available from the insurance company, Developer shall:

(A.) Undertake the defense of any such claim, including a defense of District, at Developer's sole cost and expense, and

(B.) Use Developer's own funds to pay any claim or replace any property or otherwise provide the funding which would have been available from insurance proceeds but for such election by Developer to self-insure.

(5.) Developer shall provide District with a certificate of self-insurance specifying the extent of self-insurance coverage hereunder and containing a waiver of subrogation provision and notation that said self-insurance is primary and non-contributory, all as shall be reasonably satisfactory to District. Any insurance coverage provided by Developer shall be for the benefit of District and Developer in that order for matters as set forth in the MOA.

(6.) Developer shall make payments from the self-insurance fund within ten (10) calendar days of any request from the District or as such costs become due unless Developer has provided District with a detailed explanation of why Developer is denying District's claim or request for payment. Should the Parties fail to agree on a resolution of the dispute within thirty (30) days, the dispute shall be resolved pursuant to the dispute resolution clause set forth in the MOA. In the event the District prevails, Developer shall pay it interest on the amount in question plus costs and attorneys fees as identified in the MOA.

(7.) This Self-Insurance Agreement may be executed in counterparts.

(8.) This Agreement contains the entire Agreement of this Parties with respect to the subject matter herein and it may be amended, modified or waived only by an instrument in writing signed by both Parties.

\_\_\_\_\_  
Developer

\_\_\_\_\_  
Date

\_\_\_\_\_  
District

\_\_\_\_\_  
Date

**EXHIBIT A to EXHIBIT H**  
**CERTIFICATE OF SELF-INSURANCE**

The Developer as identified in the MOA between the Developer and District to which this Exhibit is attached self-insures its exposures in commercial, general liability as defined in the MOA as set forth in the Self-Insurance Agreement and this Certificate. The self-insurance shall be occurrence based with limits of liability of One Million (\$1,000,000.00) Dollars per person and One Million (\$1,000,000.00) Dollars per occurrence. The Developer's self-insurance program insures all liability created under Developer's activities relative to the MOA and as further defined in the MOA but does not limit Developer's potential liability. Developer certifies that Developer has the capacity to provide self-insurance as set forth herein, and in the Self-Insurance Agreement and the MOA and certifies that it shall strictly comply with the requirements and conditions therein.

---

Developer

---

Date

**EXHIBIT "I"**  
**LEGAL DESCRIPTION**

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 14 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 3, BEING MARKED BY AN ARIZONA PUBLIC SERVICE COMPANY BRASS CAP, STAMPED RLS #16292, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, BEING MARKED BY A 1/2-INCH REBAR WITH NO CAP BEARS NORTH 87 DEGREES 53 MINUTES 27 SECONDS EAST, A DISTANCE OF 5,269.61 FEET;

THENCE NORTH 87 DEGREES 53 MINUTES 27 SECONDS EAST, ALONG THE SOUTH LINE OF SAID SECTION 3, A DISTANCE OF 4,042.46 FEET TO A POINT ON THE CENTER LINE OF GLASSFORD HILL ROAD, PER BOOK 27, PAGE 18, YAVAPAI COUNTY RECORDS;

THENCE NORTH 23 DEGREES 24 MINUTES 06 SECONDS WEST, ALONG SAID CENTER LINE, A DISTANCE OF 329.82 FEET;

THENCE LEAVING SAID CENTER LINE NORTH 66 DEGREES 35 MINUTES 54 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID GLASSFORD HILL ROAD, SAID POINT BEING THE SOUTHWEST CORNER OF THE PARCEL DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED IN BOOK 4172, PAGE 29, YAVAPAI COUNTY RECORDS;

THENCE NORTH 87 DEGREES 54 MINUTES 41 SECONDS EAST, ALONG THE SOUTH LINE OF SAID PARCEL, A DISTANCE OF 342.18 FEET TO THE **POINT OF BEGINNING**;

THENCE LEAVING SAID NORTH LINE, NORTH 29 DEGREES 09 MINUTES 43 SECONDS EAST, A DISTANCE OF 206.86 FEET;

THENCE NORTH 46 DEGREES 03 MINUTES 03 SECONDS EAST, A DISTANCE OF 177.08 FEET;

THENCE NORTH 67 DEGREES 06 MINUTES 10 SECONDS EAST, A DISTANCE OF 218.66 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL;

THENCE SOUTH 00 DEGREES 43 MINUTES 16 SECONDS WEST, ALONG SAID EAST LINE, A DISTANCE OF 104.70 FEET;



THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 00 DEGREES 42 MINUTES 59 SECONDS WEST, A DISTANCE OF 174.38 FEET;

THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 02 DEGREES 19 MINUTES 38 SECONDS WEST, A DISTANCE OF 94.08 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE SOUTH 87 DEGREES 53 MINUTES 27 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 400.77 FEET;

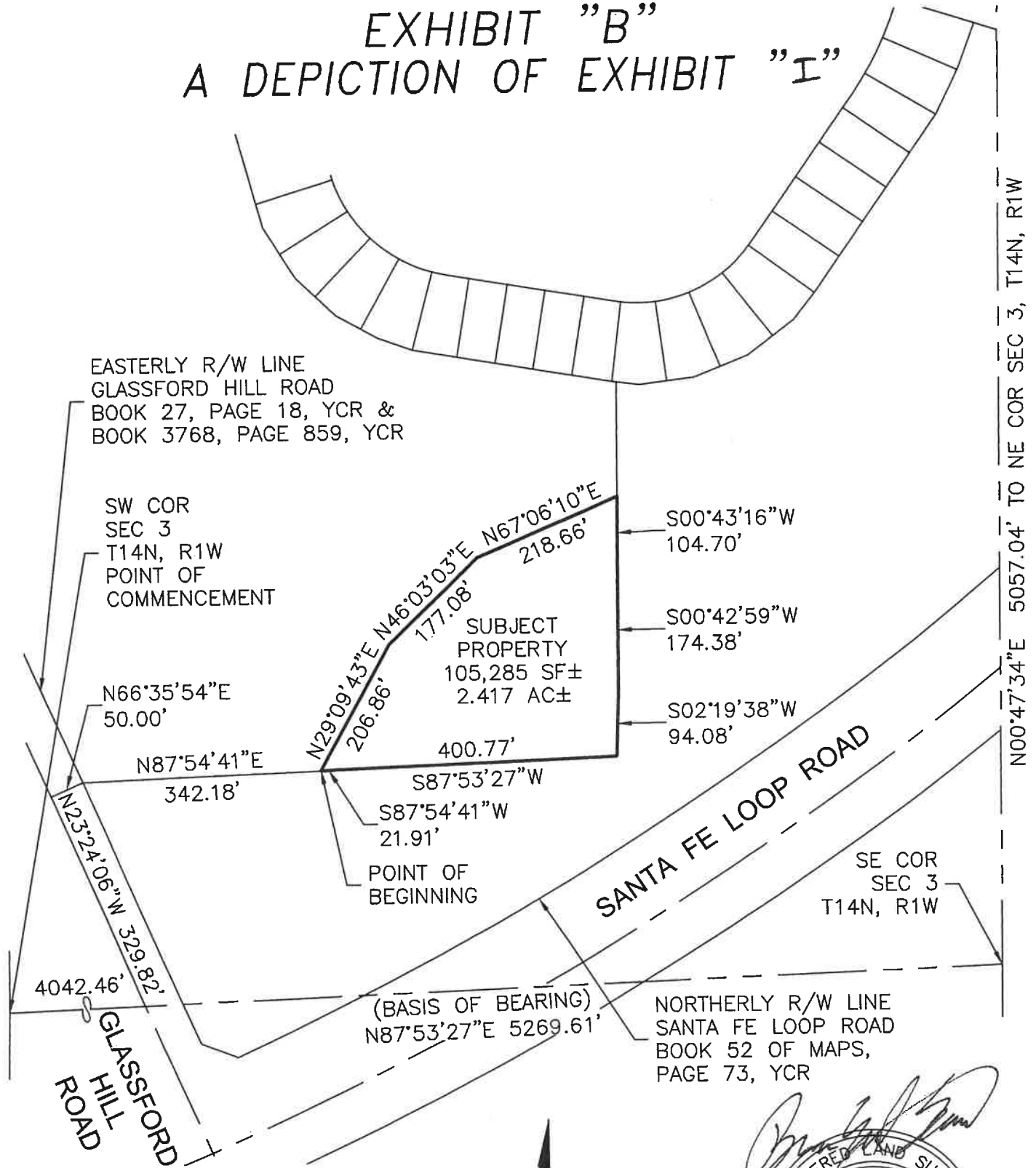
THENCE CONTINUING ALONG SAID SOUTH LINE, SOUTH 87 DEGREES 54 MINUTES 41 SECONDS WEST, A DISTANCE OF 21.91 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 105,285 SQUARE FEET OR 2.417 ACRES, MORE OR LESS.



EXPIRES 12/31/21

# EXHIBIT "B" A DEPICTION OF EXHIBIT "I"



PROJECT: 16101  
DATE: 08.07.19  
FILE: 16101\_X\_U15.dwg



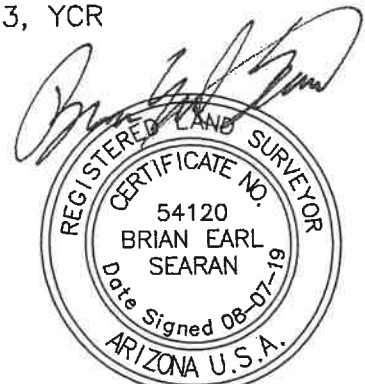
**OUTER LIMITS  
LAND SURVEYING**

PO Box 71957 | Phoenix, AZ 85050 | 602.486.1154  
www.outerlimitslandsurveying.com



NTS

SHEET 1 OF 1



EXPIRES 12/31/21

# ACTION

## Item 10D.

2021-22 Budget Adoption

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item #100  
FROM: Roger Studley, Chief Financial Officer Reading  
DATE: July 14, 2021 Discuss  
SUBJECT: FY 21/22 Budget Adoption Action X

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OBJECTIVE: Goal # 2 Planning for Future Student Needs

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### **SUPPORTING DATA:**

Per ARS 15-905 a: School districts in Arizona are required to adopt a budget for the upcoming school year no later than July 15<sup>th</sup> of the budget year. Normally the legislature has adopted a budget so we can prepare accurate budgets in time to meet legal time frames. This year they were very late in adopting a budget, June 30<sup>th</sup>, so we have to prepare a budget based on best guess assumptions for a timely adoption. Now that the legislature has adopted a budget the Auditor General's office will create updated budget forms using the latest legislation in the adopted budget. We will then have a budget revision at our September 14<sup>th</sup> meeting.

### **HIGHLIGHTS:**

This Adopted Budget is the same as the Proposed Budget from June 8<sup>th</sup>. The following represent the highlights of the FY 21-22 Adopted Budget:

### **Maintenance and Operation Budget:**

#### Base Level Support:

- \$4,391.65 which includes an increase of \$ 85.92 that represents inflation and the 20 by 20 teacher raises
- Current Maint. & Op budget projected to be: \$34,764,255
- Includes budget balance carryover estimate of \$1,164,825
  - To be revised to actual after all the conclusion of the encumbrance period at the end of August.

### **ADM**

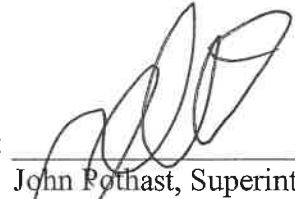
- Proposed budget was prepared using the FY 20/21 final 100 day ADM of 4,905
- The District will continue to monitor the ADM in FY 21/22 and adjust as needed

**SUMMARY & RECOMMENDATION:**

It is recommended that the Governing Board approve the Adopted Budget for FY 21/22 as presented.

**SUGGESTED MOTION:** I motion to approve the FY21/22 Adopted Budget as presented.

Approved for transmittal to the Governing Board:

  
\_\_\_\_\_  
John Pothast, Superintendent

*Questions should be directed to: Roger Studley, Chief Financial Officer, 928.759.4027*



**REVENUES AND PROPERTY TAXATION**

1. Total Budgeted Revenues for Fiscal Year 2021 \$ 54,256,254

2. Estimated Revenues by Source for Fiscal Year 2022 (excluding property taxes)

Local	1000	\$	89,156
Intermediate	2000	\$	3,665,850
State	3000	\$	19,230,108
Federal	4000	\$	8,882,910
TOTAL		\$	31,868,024

3. District Tax Rates for Prior and Budget Fiscal Years (A.R.S. §15-903.D.4)

Prior FY 2021	Est. Budget FY 2022
3.9008	3.9008

**TOTAL BUDGETED EXPENDITURES AND AGGREGATE SCHOOL DISTRICT BUDGET LIMIT (A.R.S. §15-905.H)**

1. Maintenance and Operation Fund (from pages 1, line 30 and 7, line 11)	\$	33,829,808	\$	33,829,808
2. Unrestricted Capital Fund (from pages 4, line 10 and 8, line A.12)	\$	4,678,576	\$	4,678,576
3. Federal Projects Other Than Impact Aid (from Budget, page 6, Federal Projects, line 18 minus line 16)				12,410,196
4. Total Aggregate School District Budget Limit (sum of lines 1 through 3)			\$	50,918,580

**AVERAGE TEACHER SALARIES (A.R.S. §15-903.E)**

1. Average salary of all teachers employed in FY 2022 (budget year)	\$	41,948
2. Average salary of all teachers employed in FY 2021 (prior year)	\$	41,533
3. Increase in average teacher salary from the prior year	\$	415
4. Percentage increase		1%

Comments on average salary calculation (Optional):  
Current year is based on estimates. Overall lower increase percentage than expected is due to experienced and higher trained staff retiring and being replaced by less experienced/trained teachers starting at or near the base.

**Comments on average salary calculation (Optional):**  
Current year is based on estimates. Overall lower increase percentage than expected is due to experienced and higher trained staff retiring and being replaced by less experienced/trained teachers starting at or near the base.

5. Average salary of all teachers employed in FY 2018 \$ 36,609

6. Total percentage increase in average teacher salary since FY 2018 15%

DISTRICT NAME Humboldt Unified School District 22 COUNTY Yavapai

FY 2022

STATE OF ARIZONA

SCHOOL DISTRICT ANNUAL EXPENDITURE BUDGET

DISTRICTWIDE BUDGET

Adopted Version

BY THE GOVERNING BOARD

We hereby certify that the Budget for the Fiscal Year 2022 was

Proposed June 8, 2021

Adopted July 14, 2021

Revised

Date

SIGNED

SIGNED

The FY 2022 budget file for the version described above will be uploaded via the Common Logon on ADE's website by July 15, 2021

Type the Date as MM/DD/YYYY

Superintendent Signature Business Manager Signature

John Poitast Roger Studley

Superintendent Name (Typed Name) Business Manager Name (Typed Name)

District Contact Employee: Roger Studley

Telephone: 928.759.4027 Email: arthur.studley@humboldtunified.com

## DISTRICT CONTACT INFORMATION

Prefix	First Name	Last Name	Email Address	Telephone Number	Extension
Mr.	John	Pothast	john.pothast@humboldtunified.com	928-759-5007	
Mrs.	Samantha	Bartmus	samantha.bartmus@humboldtunified.com	928-759-5007	
Mr.	Roger	Studley	arthur.studley@humboldtunified.com	928-759-4027	
Mrs.	Leticia	Barker	leticia.barker@humboldtunified.com	928-759-4012	
Mrs.	Jackie	Plumb	jackie.plumb@humboldtunified.com	928-759-4004	
Mrs.	Leticia	Barker	leticia.barker@humboldtunified.com	928-759-4012	
Mrs.	Leticia	Barker	leticia.barker@humboldtunified.com	928-759-4012	
Mr.	Ken	Fox	kenneth.fox@humboldtunified.com	928-759-5192	
Mr.	Dave	Capka	david.capka@humboldtunified.com	928-759-4199	
Mrs.	Lisa	Krietenstein	lisa.krietenstein@humboldtunified.com	928-759-5104	
Mr.	Scott	Terry	scott.terry@humboldtunified.com	928-759-5044	
Dr.	Rob	Bueche	robert.bueche@humboldtunified.com	928-759-4010	
Mr.	Patrick	Keeling	patrick.keeling@humboldtunified.com	928-759-5024	
Mr.	Ryan	Gray	ryan.gray@humboldtunified.com	928-759-5007	
Mr.	Richard	Adler	richard.adler@humboldtunified.com	928-759-5007	
Mrs.	Suzie	Roth	suzie.roth@humboldtunified.com	928-759-5007	
Mr.	Paul	Ruwald	paul.ruwald@humboldtunified.com	928-759-5007	
Mr.	Corey	Christians	corey.christians@humboldtunified.com	928-759-5007	

SELECT from Dropdown

Edupoint (Synergy)

Infinite Visions

InTouch

www.humboldtunified.com

Student Information Systems (SIS) Vendor

Accounting Information System

Bookstore Cash Receipting System

District's website home page address

FUND 001 (M&O)

MAINTENANCE AND OPERATION (M&O) FUND

Expenditures	FTE		Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Other 6800	Totals		% Increase/ Decrease
	Prior FY	Budget FY						Prior FY 2021	Budget FY 2022	
100 Regular Education	193.26	193.26	8,741,682	3,220,232	724,565	224,740	10,773	12,934,048	12,921,992	-0.1%
1000 Instruction										
2000 Support Services										
2100 Students	14.00	14.00	1,029,689	389,290	4,701	5,516	0	1,362,400	1,429,196	4.9%
2200 Instructional Staff	16.50	16.50	784,192	280,729	3,865	1,751	25,020	1,044,360	1,095,557	4.9%
2300 General Administration	3.00	3.00	333,538	105,207	101,114	6,829	23,789	543,819	570,477	4.9%
2400 School Administration	26.00	26.00	1,593,936	502,801	535	13,617	1,835	2,013,985	2,112,724	4.9%
2500 Central Services	17.25	17.25	758,528	291,986	129,730	98,853	31,578	1,249,424	1,310,675	4.9%
2600 Operation & Maintenance of Plant	37.00	37.00	1,312,338	591,834	1,657,880	1,185,939	0	4,526,120	4,747,991	4.9%
2900 Other	0.00	0.00						0	0	0.0%
3000 Operation of Noninstructional Services	0.15	0.15	10,343	3,393		778		13,836	14,514	4.9%
610 School-Sponsored Cocurricular Activities	0.00	0.00	25,900	4,831				29,298	30,731	4.9%
620 School-Sponsored Athletics	0.00	0.00	185,744	33,753			10,613	219,357	230,110	4.9%
630 Other Instructional Programs	0.00	0.00						0	0	0.0%
700, 800, 900 Other Programs	0.00	0.00						0	0	0.0%
Regular Education Subsection Subtotal (lines 1-13)	307.16	307.16	14,775,890	5,424,056	2,622,390	1,538,023	103,608	23,936,647	24,463,967	2.2%
200 and 300 Special Education										
1000 Instruction	69.48	69.48	2,812,615	1,218,520	235,084	5,768	1,124	4,026,053	4,273,111	6.1%
2000 Support Services										
2100 Students	15.10	15.10	1,244,766	404,391	78,271	2,140		1,648,748	1,729,568	4.9%
2200 Instructional Staff	2.80	2.80	219,934	60,785	1,070	12,305		280,353	294,094	4.9%
2300 General Administration	0.00	0.00						0	0	0.0%
2400 School Administration	0.00	0.00						47,372	0	-100.0%
2500 Central Services	0.00	0.00			1,797		161	1,865	1,958	5.0%
2600 Operation & Maintenance of Plant	0.00	0.00						0	0	0.0%
2900 Other	0.00	0.00						0	0	0.0%
3000 Operation of Noninstructional Services	0.00	0.00						0	0	0.0%
Subtotal (lines 15-23)	87.38	87.38	4,277,315	1,683,696	316,222	20,213	1,285	6,004,391	6,298,731	4.9%
400 Pupil Transportation	49.40	49.40	1,458,483	666,783	86,945	544,806	182	2,628,334	2,757,199	4.9%
510 Desegregation (from Districtwide Desegregation Budget, page 2, line 44)	0.00	0.00	0	0	0	0	0	0	0	0.0%
530 Dropout Prevention Programs	0.00	0.00						0	0	0.0%
540 Joint Career and Technical Education and Vocational Education Center	0.00	0.00	0	0	0	0	0	0	0	0.0%
550 K-3 Reading Program	3.50	3.50	226,798	79,691	3,422			295,433	309,911	4.9%
Total Expenditures (lines 14, and 24-29) (Cannot exceed page 7, line 11)	447.44	447.44	20,738,486	7,854,226	3,028,979	2,103,042	105,075	32,864,825	33,829,808	2.9%

The district has budgeted an amount in the M&O Fund equal to the General Budget Limit as calculated on page 7 of 8.



SPECIAL EDUCATION PROGRAMS BY TYPE (M&O Fund Programs 200 and 300)

(A.R.S. §§ 15-761 and 15-903)

	Prior FY	Budget FY
1. Total All Disability Classifications	5,668,832	5,946,724
2. Gifted Education	0	
3. Remedial Education	0	
4. ELL Incremental Costs	0	
5. ELL Compensatory Instruction	0	
6. Vocational and Technical Education (non-CTED)	70,259	73,703
7. Career Education (non-CTED)	0	
8. Career Technical Education (CTED)	265,300	278,304
9. Total (lines 1 through 8. Must equal total of line 24, page 1)	6,004,391	6,298,731

10. IEP required pupil transportation costs coded within Program 400

--	--

Proposed Ratios for Special Education

(A.R.S. §§15-903.E.1 and 15-764.A.5)

Teacher-Pupil 1 to 17
Staff-Pupil 1 to 5

Estimated FTE Certified Employees

Expenditures Budgeted for Audit Services

M&O Fund - Nonfederal	6350	58800
All Funds - Federal	6330	6,000

FY 2022 Performance Pay (A.R.S. §15-920)

Amount Budgeted in M&O Fund for a Performance Pay Component

Do not report budgeted amounts for the Performance Pay Component of the Classroom Site Fund on this line.

Expenditures Budgeted in the M&O Fund for Food Service

Amount budgeted in M&O for Food Service (Fund 001, Function 3100)

(This amount will be used to determine district compliance with state matching requirements pursuant to Code of Federal Regulations (CFR) Title 7, §210.17(a))

\$ 75,000

## FUND 010 (CSF)

## CLASSROOM SITE FUND (CSF)

Expenditures	Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Property 6700	Debt Service and Miscellaneous 6800	Totals	Budget FY 2022	% Increase/ Decrease
1000 Instruction	3,000,000	600,000	2,000,000				4,149,776	5,600,000	34.9%
2100 Support Services - Students	100,000	20,000	665,047				0	785,047	--
2200 Support Services - Instructional Staff	100,000	20,000					27,800	120,000	331.7%
2300 Support Services - General Administration							0	0	0.0%
2500 Central Services							0	0	0.0%
3300 Community Services Operations							0	0	0.0%
4000 Facilities Acquisition and Construction								0	0.0%
5000 Debt Service								0	0.0%
Total Expenditures (lines 1-8)	3,200,000	640,000	2,665,047	0	0	0	4,177,576	6,505,047	55.7%

The district has budgeted an amount in Fund 010 equal to the Classroom Site Fund Budget Limit as calculated below.

## Classroom Site Fund Budget Limit Calculation

FY 2021 Classroom Site Fund Budget Limit (from FY 2021 latest revised Budget, page 8, line B.7)	10.	4,177,575
FY 2021 Actual Expenditures (For budget adoption use actual expenditures to date plus estimated expenditures through fiscal year-end.)	11.	2,423,834
Unexpended Budget Balance (line 8 minus 9)	12.	1,753,741
Interest Earned in the Classroom Site Fund in FY 2021	13.	
FY 2022 Classroom Site Fund Allocation (provided by ADE, based on \$733)	14.	4,751,306
Adjustments to FY 2022 Classroom Site Fund Budget Limit (1)	15.	
FY 2022 Classroom Site Fund Budget Limit (Sum of lines 10 through 14) (2)	16.	6,505,047

(1) This line may be used to recapture lost CSF budget capacity that resulted from underbudgeting in prior fiscal years.

(2) The amounts budgeted on line 7 cannot exceed the respective amounts on this line.

## FUND 610 (UCO)

## UNRESTRICTED CAPITAL OUTLAY (UCO) FUND

Expenditures	Rentals 6440	Library Books, Textbooks, & Instructional Aids (2) 6641-6643	Property (2) 6700	Redemption of Principal (3) 6831, 6832	Interest (4) 6841, 6842, 6850	All Other Object Codes (excluding 6900)	Totals		% Increase/ Decrease
							Prior FY 2021	Budget FY 2022	
Unrestricted Capital Outlay Override (1)	1.						0	0	0.0%
Unrestricted Capital Outlay Fund 610 (6)	2.						726,232	750,000	3.3%
1000 Instruction									
2000 Support Services		500,000	150,000						
2100, 2200 Students and Instructional Staff			20,000				9,370	35,000	273.5%
2300, 2400, 2500, 2900 Administration	15,000		500,000				613,727	575,000	-6.3%
2600 Operation & Maintenance of Plant	75,000		85,000				114,900	85,000	-26.0%
2700 Student Transportation	2,000		85,000				88,036	87,000	-1.2%
3000 Operation of Noninstructional Services (5)							0	0	0.0%
4000 Facilities Acquisition and Construction						3,146,576	1,949,869	3,146,576	61.4%
5000 Debt Service							0	0	0.0%
Total Unrestricted Capital Outlay Fund (lines 2-9)	192,000	500,000	840,000	0	0	3,146,576	3,502,134	4,678,576	33.6%

The district has budgeted an amount in the UCO Fund equal to the Unrestricted Capital Budget Limit as calculated on Page 8 of 8.

(1) Amounts in the Unrestricted Capital Outlay Override line 1 above must be included in the appropriate individual line items for Fund 610 and in the Budget Year Total Column.

(2) Detail by object code:

Unrestricted Capital Outlay	
6641 Library Books	
6642 Textbooks	70,000
6643 Instructional Aids	430,000
673X Furniture and Equipment	200,000
673X Vehicles	50,000
673X Tech Hardware & Software	590,000

(3) Includes principal on Capital Equity Fund loans of

(4) Includes interest on Capital Equity Fund loans of

, principal on capital leases of

, interest on capital leases of

, and principal on bonds of

, and interest on bonds of

(5) Expenditures Budgeted in Unrestricted Capital Outlay (UCO) Fund for Food Service

Enter the amount budgeted in UCO for Food Service [Amount will be used to determine district compliance with state matching requirements pursuant to CFR Title 7, §210.17(a)]

(6) Expenditures, if any, budgeted in the Unrestricted Capital Outlay Fund on lines 2-9 for the K-3 Reading Program as described in A.R.S. §15-211.

## OTHER FUNDS—REQUIRED CAPITAL EXPENDITURE DETAIL [(A.R.S. §15-904.(B)]

Expenditures	UNRESTRICTED CAPITAL OUTLAY			BOND BUILDING		NEW SCHOOL FACILITIES		ADJACENT WAYS	
	Fund 610			Fund 630		Fund 695		Fund 620 (2)	
	Prior FY	Budget FY		Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY
<b>Total Fund Expenditures</b>	3,502,134	4,678,576		124,074		0		0	
<b>Select Object Codes Detail (1)</b>									
6150 Classified Salaries	0			0		0		0	
6200 Employee Benefits	0			0		0		0	
6450 Construction Services	1,972,451	3,146,576		124,074	124,074	0		0	
6710 Land and Improvements	0			0		0		0	
6720 Buildings and Improvements	0			0		0		0	
673X Furniture and Equipment	51,634	200,000		0		0		0	
673X Vehicles	0	50,000		0		0		0	
673X Technology Hardware & Software	547,993	590,000		0		0		0	
6831, 6832 Redemption of Principal	0			0		0		0	
6841, 6842, 6850, 6860 Interest and Debt-Issuance Costs	0			0		0		0	
<b>Total (lines 2-11)</b>	2,572,078	3,986,576		124,074	124,074	0	0	0	0
Total amounts reported on lines 2-11 above for:									
Renovation	1,294,969	1,000,000		296,549	124,074			0	
New Construction	0	1,500,000		0		0		0	
Other	489,327	1,486,576		20,600		0		0	
<b>Total (lines 13-15; must equal line 12)</b>	1,784,296	3,986,576		317,149	124,074	0	0	0	0

(1) Lines 2-11 may not include all budgeted expenditures of the fund. Total budgeted expenditures for each fund should be included on Line 1.

(2) Amount budgeted on line 1 for the Adjacent Ways Fund that will result in a tax levy in FY 2022

## SPECIAL PROJECTS

## FEDERAL PROJECTS

1. 100-130 ESEA Title I - Helping Disadvantaged Children
2. 140-150 ESEA Title II - Prof. Dev. and Technology
3. 160 ESEA Title IV - 21st Century Schools
4. 170-180 ESEA Title V - Promote Informed Parent Choice
5. 190 ESEA Title III - Limited Eng. & Immigrant Students
6. 200 ESEA Title VII - Indian Education
7. 210 ESEA Title VI - Flexibility and Accountability
8. 220 IDEA Part B
9. 230 Johnson-O'Malley
10. 240 Workforce Investment Act
11. 250 AEA - Adult Education
12. 260-270 Vocational Education - Basic Grants
13. 280 ESEA Title X - Homeless Education
14. 290 Medicaid Reimbursement
15. 374 E-Rate
16. 378 Impact Aid
17. 300-399 Other Federal Projects (Besides E-Rate & Impact Aid)
18. Total Federal Project Funds (lines 1-17)

## STATE PROJECTS

19. 400 Vocational Education
20. 410 Early Childhood Block Grant
21. 420 Ext. School Yr. - Pupils with Disabilities
22. 425 Adult Basic Education
23. 430 Chemical Abuse Prevention Programs
24. 435 Academic Contests
25. 450 Gifted Education
26. 456 College Credit Exam Incentives
27. 457 Results-based Funding
28. 460 Environmental Special Plate
29. 465-499 Other State Projects
30. Total State Project Funds (lines 19-29)
31. Total Special Projects (lines 18 and 30)

## INSTRUCTIONAL IMPROVEMENT FUND (020)

1. Teacher Compensation Increases
2. Class Size Reduction
3. Dropout Prevention Programs (M&O purposes)
4. Instructional Improvement Programs (M&O purposes)
5. Total Instructional Improvement Fund (lines 1-4)

	FTE		TOTAL ALL FUNCTIONS	
	Prior FY	Budget FY	Prior FY	Budget FY
6000	33.05	33.00	1,932,461	1,932,461
6000	0.00		462,240	462,240
6000	0.00		73,434	73,434
6000	0.00		0	0
6000	0.00		288,277	288,277
6000	0.00		0	0
6000	0.00		1,483,828	1,483,828
6000	0.00		0	0
6000	0.00		0	0
6000	0.00		0	0
6000	0.00		144,920	144,920
6000	0.00		0	0
6000	0.00		28,740	28,740
6000	0.00		101,098	101,098
6000	0.00		0	0
6000	0.00		7,895,198	7,895,198
6000	0.00		12,410,196	12,410,196
6000	33.05	33.00		
6000	0.00		26,679	26,679
6000	0.00		0	0
6000	0.00		0	0
6000	0.00		0	0
6000	0.00		0	0
6000	0.00		1,134	1,134
6000	0.00		5,010	5,010
6000	0.00		21,596	21,596
6000	0.00		(105,457)	(105,457)
6000	0.00		0	0
6000	0.00		332,233	332,233
6000	0.00		281,195	281,195
6000	33.05	33.00	12,691,391	12,691,391

	Prior FY	Budget FY
6000	71,300	71,300
6000	0	0
6000	415,000	415,000
6000	486,300	486,300

## OTHER FUNDS

	Prior FY	Budget FY
1. 050 County, City, and Town Grants	0	0
2. 071 English Language Learner (1)	202,058	202,058
3. 072 Compensatory Instruction (1)	0	0
4. 500 School Plant (2)	77,363	77,363
5. 510 Food Service	2,722,660	2,722,660
6. 515 Civic Center	11,165	11,165
7. 520 Community School	0	0
8. 525 Auxiliary Operations	643,923	643,923
9. 526 Extracurricular Activities Fees Tax Credit	710,075	710,075
10. 530 Gifts and Donations	0	0
11. 535 Career & Technical Education Projects	5,661	5,661
12. 540 Fingerprint	0	0
13. 545 School Opening	0	0
14. 550 Insurance Proceeds	63,101	63,101
15. 555 Textbooks	21,246	21,246
16. 565 Litigation Recovery	1,445	1,445
17. 570 Indirect Costs	842,816	842,816
18. 575 Unemployment Insurance	108,840	108,840
19. 580 Teacherage	0	0
20. 585 Insurance Refund	0	0
21. 590 Grants and Gifts to Teachers	21,929	21,929
22. 595 Advertisement	5,811	5,811
23. 596 Career Technical Education	1,051,307	1,051,307
24. 597 Arizona Industry Credentials Incentive	38,000	38,000
25. 639 Impact Aid Revenue Bond Building	0	0
26. 650 Gifts and Donations-Capital	13,738	13,738
27. 660 Condemnation	0	0
28. 665 Energy and Water Savings	352,642	352,642
29. 686 Emergency Deficiencies Correction	0	0
30. 691 Building Renewal Grant	3,654,879	3,654,879
31. 700 Debt Service	3,971,900	3,971,900
32. 720 Impact Aid Revenue Bond Debt Service	0	0
33. 850 Student Activities	103,011	103,011
34. Other	0	0
INTERNAL SERVICE FUNDS 950-989		
1. 9 Self-Insurance	0	0
2. 955 Intergovernmental Agreements	0	0
3. 9 OPEB	0	0
4. 9	0	0

(1) From Supplement, line 10 and line 20, respectively.

(2) Indicate amount budgeted in Fund 500 for M&amp;O purposes

DISTRICT NAME	Humboldt Unified School District	COUNTY	Yavapai	CTD NUMBER	13022000
VERSION	Adopted				
CALCULATION OF FY 2022 GENERAL BUDGET LIMIT (A.R.S. §15-947.C)					
		A. Maintenance and Operation	B. Unrestricted Capital Outlay		
*1. FY 2022 Revenue Control Limit (RCL) (from AFORS5 tab, page 4)	\$ 32,664,983	\$ 32,664,983	\$ 0		
*2. (a) FY 2022 District Additional Assistance (DAA) (from AFORS5 tab, page 5)	\$ 2,376,442				
(b) DAA Adjustment (from AFORS5 tab, page 5)	\$ 0				
(c) Total DAA (line 2a plus 2b)	\$ 2,376,442	0	2,376,442		
*3. FY 2022 Override Authorization (A.R.S. §§15-481 and 15-482 or 15-949 if small school adjustment phase down applies, see Calculations page, Calculation of Maximum Override for a District No Longer Eligible for a Small School Adjustment, line 6 and Calculation of Small School Adjustment Phase Down Limit, line 6)					
(a) Maintenance and Operation					
(b) Unrestricted Capital Outlay					
(c) Special Program					
*4. Small School Adjustment for Districts with a Student Count of 125 or less in K-8 or 100 or less in 9-12 (A.R.S. §15-949) (Up to \$50,000 if no election is chosen for phase down, see Calculations page, Calculation of Small School Adjustment Phase Down Limit, line 6)					
*5. Tuition Revenue (A.R.S. §§15-923 and 15-924)					
Local (Do not include full-day kindergarten or summer school tuition)					
(a) Individuals and Other Private Sources					
(b) Other Arizona Districts					
(c) Out-of-State Districts and Other Governments					
State					
(d) Certificates of Educational Convenience (A.R.S. §§15-925, 15-925.01, and 15-925.02)					
*6. State Assistance (A.R.S. §15-976) and Special Ed. Voucher Payments Received (A.R.S. §15-1204)					
*7. Increase Authorized by County School Superintendent for Accommodation Schools [not to exceed amount on Calculations page, Calculation of M&O Fund Budget Balance Carryforward, line 15(g)] (A.R.S. §15-974.B)					
8. Budget Increase for:					
(a) Desegregation Expenditures (A.R.S. §15-910.G-K)					
(b) Tuition Out Debt Service (from Calculations page, Calculation of Tuition Out for High School Students, line 5) (A.R.S. §15-910.M)	0				
(c) Budget Balance Carryforward (from Calculations page, Calculation of M&O Fund Budget Balance Carryforward, line 13) (A.R.S. §15-943.01)	1,164,825				
(d) Dropout Prevention Programs (Laws 1992, Ch. 302, §32 and Laws 2000, Ch. 398, §2)					
(e) Registered Warrant or Tax Anticipation Note Interest Expense Incurred in FY 2020 (A.R.S. §15-910.N)					
(f) Joint Career and Technical Education and Vocational Education Center (A.R.S. §15-910.01)					
(g) FY 2021 Performance Pay Unexpended Budget Carryforward (from Calculations page, Calculation of M&O Fund Budget Balance Carryforward, line 10.O) (A.R.S. §15-920)	0				
(h) Excessive Property Tax Assessed Valuation Judgments (A.R.S. §§42-16213 and 42-16214)					
*9. Transportation Revenues for Attendance of Nonresident Pupils (A.R.S. §§15-923 and 15-947)					
*10. Adjustment to the General Budget Limit (A.R.S. §§15-272, 15-905.M, 15-910.02, and 15-915)					
Include year(s) and descriptions, as applicable.					
(a) Prior Year Over Expenditures/Resolutions:					
(b) Decrease for Transfer from M&O to Energy and Water Savings Fund					
(c) Increase for Energy and Water Savings Fund Transfer to M&O					
(d) Noncompliance Adjustment					
(e) ADM/Transportation Audit Adjustment					
(f) Other:					
*10. Estimated Allocation of Additional Funding (2016 Prop 123 & Laws 2015, 1st S.S., Ch. 1, §6)					
11. FY 2022 General Budget Limit (column A, lines 1 through 10)					
(A.R.S. §15-902.F) (page 1, line 30 cannot exceed this amount)					
12. Total Amount to be Used for Capital Expenditures (column B, lines 1 through 10)		\$ 33,829,808	\$ 2,376,442		
(A.R.S. §15-905.F) (to page 8, line A.11)					

\* Subject to adjustment prior to May 15 as allowed by A.R.S. Revisions are described in the instructions for these lines, as needed.

**CALCULATION OF FY 2022 UNRESTRICTED CAPITAL BUDGET LIMIT AND CLASSROOM SITE FUND BUDGET LIMIT**  
(A.R.S. §15-947.D and A.R.S. §15-978)

**UNRESTRICTED CAPITAL BUDGET LIMIT**

1. FY 2021 Unrestricted Capital Budget Limit (UCBL) (from FY 2021 latest revised Budget, page 8, line A.12)	\$ 3,502,134
2. Total UCBL Adjustment for prior years as notified by ADE on BUDG75 report (For budget adoption, use zero.)	\$
3. Adjusted Amount Available for FY 2021 Capital Expenditures (line A.1 + A.2)	\$ 3,502,134
4. Amount Budgeted in Fund 610 in FY 2021 (from FY 2021 latest revised Budget, page 4, line 10)	\$ 3,502,134
5. Lesser of line A.3 or the sum of line A.4 and any positive adjustment on line A.2	\$ 3,502,134
6. FY 2021 Fund 610 Actual Expenditures (For budget adoption use actual expenditures to date plus estimated expenditures through fiscal year-end.)	\$ 1,200,000
7. Unexpended Budget Balance in Fund 610 (line A.5 minus A.6) If negative, use zero in calculation, but show negative amount here in parentheses.	\$ 2,302,134
8. Interest Earned in Fund 610 in FY 2021	\$
9. Monies deposited in Fund 610 from School Facilities Board for donated land (A.R.S. §15-2041.F)	\$
10. Adjustment to UCBL for FY 2022 (A.R.S. §15-905.M) Include year(s) and descriptions, as applicable. (a) Prior Year Over Expenditures/Resolutions:	\$
(b) ADM/Transportation Audit Adjustment	\$
(c) Other:	\$
11. Amount to be Used for Capital Expenditures (from page 7, line 12)	\$ 2,376,442
12. FY 2022 Unrestricted Capital Budget Limit (lines A.7 through A.11) (1)	\$ 4,678,576

(1) The amount budgeted on page 4, line 10 cannot exceed this amount.

SUPPLEMENT TO SCHOOL DISTRICT ANNUAL EXPENDITURE BUDGET FOR DISTRICTS THAT BUDGET FOR ENGLISH LANGUAGE LEARNERS (A.R.S. §§15-756.04 and 15-756.11)

English Language Learners Supplement	FTE		Salaries 6100	Employee Benefits 6200	Purchased Services 6300, 6400, 6500	Supplies 6600	Property 6700	Other 6800	Totals		% Increase/ Decrease
	Prior FY	Budget FY							Prior FY 2021	Budget FY 2022	
Expenditures											
English Language Learner Fund 071 (A.R.S. §15-756.04)											
1000 Instruction	1.	0.00	150,606	51,452					202,058	202,058	0.0%
2000 Support Services											
2100 Students	2.	0.00							0	0	0.0%
2200 Instructional Staff	3.	0.00							0	0	0.0%
2300 General Administration	4.	0.00							0	0	0.0%
2400 School Administration	5.	0.00							0	0	0.0%
2500 Central Services	6.	0.00							0	0	0.0%
2600 Operation & Maintenance of Plant	7.	0.00							0	0	0.0%
2700 Student Transportation	8.	0.00							0	0	0.0%
2900 Other	9.	0.00							0	0	0.0%
Total (lines 1-9) (to Budget, page 6, Other Funds, line 2)	10.	0.00	150,606	51,452	0	0		0	202,058	202,058	0.0%
Compensatory Instruction Fund 072 (A.R.S. §15-756.11)											
1000 Instruction	11.	0.00							0	0	0.0%
2000 Support Services											
2100 Students	12.	0.00							0	0	0.0%
2200 Instructional Staff	13.	0.00							0	0	0.0%
2300 General Administration	14.	0.00							0	0	0.0%
2400 School Administration	15.	0.00							0	0	0.0%
2500 Central Services	16.	0.00							0	0	0.0%
2600 Operation & Maintenance of Plant	17.	0.00							0	0	0.0%
2700 Student Transportation	18.	0.00							0	0	0.0%
2900 Other	19.	0.00							0	0	0.0%
Total (lines 11-19) (to Budget, page 6, Other Funds, line 3)	20.	0.00	0	0	0	0		0	0	0	0.0%



## SUMMARY OF SCHOOL DISTRICT PROPOSED EXPENDITURE BUDGET

CTD NUMBER 130222000

VERSION Adopted

I certify that the Budget of Humboldt Unified School District #22 District, Yavapai County for fiscal year 2022 was officially proposed by the Governing Board on, June 8, 2021, and that the complete Proposed Expenditure Budget may be reviewed by contacting Roger Studley at the District Office, telephone 928.759.4000 during normal business hours.

President of the Governing Board

1. Average Daily Membership:		Prior Year 2021 ADM	Budget Year 2022 ADM	4. Average Teacher Salaries (A.R.S. §15-903.E)	
Attending	2020 ADM			1. Average salary of all teachers employed in FY 2022 (budget year)	41,948
	5,337.177	4,906.983	4,906.000	2. Average salary of all teachers employed in FY 2021 (prior year)	41,533
2. Tax Rates:		Prior FY	Est. Budget FY	3. Increase in average teacher salary from the prior year	415
Primary Rate (equalization formula funding and budget add-ons not required to be in secondary rate)		3.9008	3.9008	4. Percentage increase	1%
Secondary Rate (voter-approved overrides, bonds, and Career Technical Education Districts, and desegregation, if applicable)		0.9019	0.9019	Comments on average salary calculation (Optional): Current year is based on estimates. Overall lower increase percentage than expected is due to experienced and higher trained staff retiring and being replaced by less experienced/trained teachers starting at or near the base.	
3. Budgeted Expenditures and Budget Limits		Budgeted Expenditures	Budget Limit		
Maintenance & Operation Fund		33,829,808	33,829,808		
Classroom Site Fund		6,505,047	6,505,047		
Unrestricted Capital Outlay Fund		4,678,576	4,678,576	5. Average salary of all teachers employed in FY 2018	36,609
				6. Total percentage increase in average teacher salary since FY 2018	15%

## MAINTENANCE AND OPERATION EXPENDITURES

	Salaries and Benefits		Other		TOTAL		% Inc./(Decr.) from Prior FY
	Prior FY	Budget FY	Prior FY	Budget FY	Prior FY	Budget FY	
100 Regular Education							
1000 Instruction	11,402,949	11,961,914	1,531,099	960,078	12,934,048	12,921,992	-0.1%
2000 Support Services							
2100 Students	1,352,660	1,418,979	9,740	10,217	1,362,400	1,429,196	4.9%
2200 Instructional Staff	1,015,156	1,064,921	29,204	30,636	1,044,360	1,095,557	4.9%
2300, 2400, 2500 Administration	3,418,408	3,585,996	388,820	407,880	3,807,228	3,993,876	4.9%
2600 Oper./Maint. of Plant	1,815,194	1,904,172	2,710,926	2,843,819	4,526,120	4,747,991	4.9%
2900 Other	0	0	0	0	0	0	0.0%
3000 Oper. of Noninstructional Services	13,094	13,736	742	778	13,836	14,514	4.9%
610 School-Sponsored Cocurric. Activities	29,298	30,731	0	0	29,298	30,731	4.9%
620 School-Sponsored Athletics	209,240	219,497	10,117	10,613	219,357	230,110	4.9%
630, 700, 800, 900 Other Programs	0	0	0	0	0	0	0.0%
Regular Education Subsection Subtotal	19,255,999	20,199,946	4,680,648	4,264,021	23,936,647	24,463,967	2.2%
200 and 300 Special Education							
1000 Instruction	3,795,388	4,031,135	230,665	241,976	4,026,053	4,273,111	6.1%
2000 Support Services							
2100 Students	1,572,095	1,649,157	76,653	80,411	1,648,748	1,729,568	4.9%
2200 Instructional Staff	267,603	280,719	12,750	13,375	280,353	294,094	4.9%
2300, 2400, 2500 Administration	47,372	0	1,865	1,958	49,237	1,958	-96.0%
2600 Oper./Maint. of Plant	0	0	0	0	0	0	0.0%
2900 Other	0	0	0	0	0	0	0.0%
3000 Oper. of Noninstructional Services	0	0	0	0	0	0	0.0%
Special Education Subsection Subtotal	5,682,458	5,961,011	321,933	337,720	6,004,391	6,298,731	4.9%
400 Pupil Transportation	2,025,951	2,125,266	602,403	631,933	2,628,354	2,757,199	4.9%
510 Desegregation	0	0	0	0	0	0	0.0%
530 Dropout Prevention Programs	0	0	0	0	0	0	0.0%
540 Joint Career and Technical Education and Vocational Education Center	0	0	0	0	0	0	0.0%
550 K-3 Reading Program	292,171	306,489	3,262	3,422	295,433	309,911	4.9%
TOTAL EXPENDITURES	27,256,579	28,592,712	5,608,246	5,237,096	32,864,825	33,829,808	2.9%

## SUMMARY OF SCHOOL DISTRICT PROPOSED EXPENDITURE BUDGET (Concl'd)

CTD NUMBER 130222000

VERSION Adopted

TOTAL EXPENDITURES BY FUND				
Fund	Budgeted Expenditures		\$ Increase/(Decrease)	% Increase/(Decrease)
	Prior FY	Budget FY	from Prior FY	from Prior FY
Maintenance & Operation	32,864,825	33,829,808	964,983	2.9%
Instructional Improvement	486,300	486,300	0	0.0%
English Language Learner	202,058	202,058	0	0.0%
Compensatory Instruction	0	0	0	0.0%
Classroom Site	4,177,576	6,505,047	2,327,471	55.7%
Federal Projects	12,410,196	12,410,196	0	0.0%
State Projects	281,195	281,195	0	0.0%
Unrestricted Capital Outlay	3,502,134	4,678,576	1,176,442	33.6%
New School Facilities	0	0	0	0.0%
Adjacent Ways	0	0	0	0.0%
Debt Service	3,971,900	3,971,900	0	0.0%
School Plant Fund	77,363	77,363	0	0.0%
Auxiliary Operations	643,923	643,923	0	0.0%
Bond Building	124,074	0	(124,074)	-100.0%
Food Service	2,722,660	2,722,660	0	0.0%
Other	7,005,666	7,005,666	0	0.0%

M&O FUND SPECIAL EDUCATION PROGRAMS BY TYPE		
Program (A.R.S. §§15-761 and 15-903)	Prior FY	Budget FY
Total All Disability Classifications	5,668,832	5,946,724
Gifted Education	0	0
Remedial Education	0	0
ELL Incremental Costs	0	0
ELL Compensatory Instruction	0	0
Vocational and Technical Education (non-CTED)	70,259	73,703
Career Education (non-CTED)	0	0
Career Technical Education (CTED)	265,300	278,304
TOTAL	6,004,391	6,298,731

PROPOSED STAFFING SUMMARY				
Staff Type	Purchased Services Personnel FTE	Employee FTE	Total FTE	Staff-Pupil Ratio
Certified --				
Superintendent, Principals, Other Administrators		21	21	1 to 233.6
Teachers	3	289	292	1 to 16.8
Other		38	38	1 to 129.1
Subtotal	3	348	351	1 to 14.0
Classified --				
Managers, Supervisors, Directors		18	18	1 to 272.6
Teachers Aides		104	104	1 to 47.2
Other		219	219	1 to 22.4
Subtotal	0	341	341	1 to 14.4
TOTAL	3	689	692	1 to 7.1
Special Education --				
Teacher	1	41	42	1 to 17.0
Staff		95	95	1 to 5.0

# ACTION

## Item 10E.

Policy IC – School Year

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO:	Humboldt Unified School District Governing Board	Item # 10E
FROM:	John Pothast, Superintendent	Reading
DATE:	July 13, 2021	Discuss
SUBJECT:	Reinstate Suspension/Repeal of Policy	Action X
		Consent

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OBJECTIVE: Board Governance

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### **SUPPORTING DATA:**

Governing Board Policy BGF – Suspension / Repeal of Policy -- allows policy to be temporarily or permanently suspended by a majority vote of Board members.

At the March 9, 2021 Governing Board Meeting, the HUSD Governing Board temporarily suspended Policy IC – School Year --, in order to adjust the HUSD school year calendar due to the snow days caused by the blizzard that affected the area at the end of January, 2021.

After suspending Policy IC for that specific purpose, the Governing Board now needs to reinstate Policy IC.

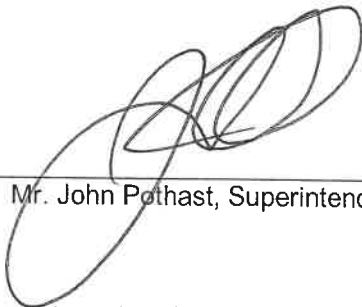
### **SUMMARY & RECOMMENDATION:**

It is the recommendation of administration that Policy IC – School Year -- be reinstated,

### **Sample Motion:**

*I move to reinstate Policy IC – School Year.*

Approved for transmittal to the Governing Board:



Mr. John Pothast, Superintendent

Questions should be directed to: John Pothast, Superintendent (928)759-5007

# ACTION

## Item 10F.

IGA w/ Town of Prescott Valley

## HUMBOLDT UNIFIED SCHOOL DISTRICT

TO: Humboldt Unified School District Governing Board Item # 105  
FROM: Kort Miner, Executive Director of Operations Reading  
DATE: July 13, 2021 Discuss  
SUBJECT: Town of Prescott Valley – IGA Renewal Action X  
Consent

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OBJECTIVE:

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### SUPPORTING DATA:

Attached is the Intergovernmental Agreement Providing Community Access to Resources between the Town of Prescott Valley and the Humboldt Unified School District.

This IGA is a renewal of the partnership that currently exists between the two governmental agencies. The one change of substance to the IGA is, under these new terms, the Town will give support to the district by helping with the maintenance of some athletic fields located on HUSD grounds, including Mountain View Elementary School, Coyote Springs Elementary School, and the East Campus.

The IGA, in its revised form, has been reviewed by our attorneys and deemed to be legal within the scope and authority given to public school districts under Arizona law.

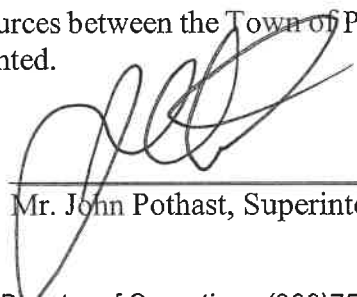
### SUMMARY & RECOMMENDATION:

It is the recommendation of administration that the Governing Board approve this agreement.

#### *Sample Motion:*

I move to approve the IGA to provide access to resources between the Town of Prescott Valley and the Humboldt Unified School District, as presented.

Approved for transmittal to the Governing Board:



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Mr. John Pothast, Superintendent

Questions should be directed to: Kort Miner, Executive Director of Operations (928)759-5016

Upon recording, return to:

Town of Prescott Valley  
7501 East Skoog Blvd.  
Prescott Valley, AZ 86314

**INTERGOVERNMENTAL AGREEMENT  
PROVIDING COMMUNITY ACCESS TO RESOURCES**

**TOWN OF PRESCOTT VALLEY  
AND  
HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona (hereinafter the "Town"), and the HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22 OF YAVAPAI COUNTY, ARIZONA, a unified school district and political subdivision of the State of Arizona (hereinafter "HUSD" or "District");

WITNESSETH:

WHEREAS, ARS §15-341(A)(4) authorizes school district governing boards to manage and control school property within their districts; and

WHEREAS, ARS §15-341(A)(7) authorizes school district governing boards to furnish, repair and insure school property within their districts; and

WHEREAS, cities and towns are authorized to establish and maintain public parks, and implied therein is authority to establish and operate recreation programs for their citizens in those parks and in other public grounds and facilities [ARS §§9-494(A) and 11-932(A)]; and

WHEREAS, ARS §11-952 authorizes two or more public agencies (including school districts and towns) to contract for services or jointly exercise any powers common to the contracting parties, if the agreement meets certain requirements set forth in §11-952; and

WHEREAS, ARS §15-342(13) specifically authorizes school district governing boards to enter into intergovernmental agreements and contracts with other governing bodies as provided in ARS §11-952; and

WHEREAS, HUSD and the Town have determined it is in the best interest of the Town and District that their respective public facilities and grounds be made available to children, adults, and families in the Prescott Valley and Dewey-Humboldt area on a shared basis for the general benefit of both communities and for the particular purpose of helping young people learn and develop recreation skills and helping people of all ages participate in recreation activities;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto enter into this Agreement as follows:

**I. PURPOSE.**

In establishing this Agreement, the Town and the District seek to:

- A. Effectively and efficiently manage use of District and Town facilities and grounds for the benefit of students and other citizens of the communities served by the District and Town;
- B. Encourage joint use of their respective facilities and grounds as provided in this Agreement and give priority usage, after the owner's programming and/or on-going community obligations are met, to the requests submitted by the other party;
- C. Provide specific facilities and grounds usable for District and Town programs; and
- D. Establish procedures to encourage cooperative working relationships between District and Town personnel, and quickly resolve issues which may arise.

**II. GENERAL PROVISIONS OF THE AGREEMENT**

- A. The term of this Agreement shall commence on \_\_\_\_\_, 2021 and shall remain in force from year to year unless sooner terminated as set forth in Section VIII hereinafter.
- B. The execution of this Agreement or extension of this Agreement must be authorized by both the District Governing Board and the Town Council.
- C. The District and Town acknowledge that:
  - 1. This Agreement is intended to enhance and not interfere with the primary mission of Town or District governance and operations;
  - 2. The ultimate responsibility for the use of facility space will remain with the owner of the facility;
  - 3. Town and District budget and administrative processes must be recognized in implementing the programs and services set forth herein; and
  - 4. Town use typically includes use by third-party non-profit organizations under contract with the Town. In such cases, requests for use of District property under this Agreement shall be made through the Town's Parks and Recreation Department.



### III. GENERAL GUIDELINES FOR JOINT USE

- A. Each party will make its buildings and grounds listed in Subsection C herein available for use by the other party on a first-priority basis after the scheduling requirements for its own programs have been met. Generally the District shall have priority use of the buildings and grounds, including parking areas, identified in Subsection C during the school year and during regular school hours and after school hours as required by the District athletic schedules and other school activities. The Town will generally have priority use of the school buildings and grounds, including parking areas, identified in Subsection C during the summer months and on weekends and holidays and weeknights and during the school year after the District's needs have been met. A description of District and Town buildings and grounds available for joint use programming under this Agreement (and agreed-upon priorities) is included as Appendix A.
- B. All joint-use programming and activities scheduled under this Agreement will comply with the owner's policies prohibiting discrimination and any applicable law.
- C. The parties agree that the following properties shall be made available for the use of the other party as indicated, pursuant to the schedule developed according to Section IV:
1. Town Facilities and equipment to be Made Available for District Use:
    - \* The general recreation areas (including restrooms and ramadas), all athletic fields, and all Town facilities with no limitations on year-round use, *subject to* (a) availability, (b) Town rules and regulations as amended from time to time, (c) HUSD general clean-up of the area after use; and
    - \* Mountain Valley Splash for Bradshaw Mountain High School (BMHS) swim team use and HUSD end-of-school year parties, *subject to* a charge for actual Town costs for lifeguard staffing at end-of-school year parties as determined by the Designated Representatives; and
    - \* The Civic Center (including amphitheater and outdoor plazas), *subject to* a written license agreement approved by the Town Manager; and
    - \* The Town Library (including the auditorium and crystal room).
    - \* Bleachers for staff seating for football games (September-November)
    - \* Aerator twice a year for use on fields and assistance with fertilizing twice a year (April/October) including necessary equipment and staff

- \* Consulting with staff to run through current systems, needs and recommendations

2. District Facilities to be Made Available for Town Use:

- \* The Bradshaw Mountain High School West (BMHSW) campus including, all athletic fields, athletic facilities, classrooms, and other agreed upon locations with no limitations on year-round use, *subject to* (a) availability, (b) HUSD rules and regulations as amended from time to time, (c) Town general clean-up of the area after use; and
- \* The Bradshaw Mountain High School East (BMHSE) campus including, all athletic fields, athletic facilities, classrooms, and other agreed upon locations with no limitations on year-round use, *subject to* (a) availability, (b) HUSD rules and regulations as amended from time to time, (c) Town general clean-up of the area after use; and
- \* The Bradshaw Mountain Middle School (BMMS) campus including, all athletic fields, athletic facilities, classrooms, and other agreed upon locations with no limitations on year-round use, *subject to* (a) availability, (b) HUSD rules and regulations as amended from time to time, (c) Town general clean-up of the area after use; and
- \* The Glassford Hill Middle School (GHMS) campus including, all athletic fields, athletic facilities, classrooms, and other agreed upon locations with no limitations on year-round use, *subject to* (a) availability, (b) HUSD rules and regulations as amended from time to time, (c) Town general clean-up of the area after use; and
- \* The Mountain View Elementary School (MVES) campus including, all athletic fields, athletic facilities, classrooms, and other agreed upon locations with no limitations on year-round use, *subject to* (a) availability, (b) HUSD rules and regulations as amended from time to time, (c) Town general clean-up of the area after use; and
- \* The Coyote Springs Elementary School (CSES) campus including, all athletic fields, athletic facilities, classrooms, and other agreed upon locations with no limitations on year-round use, *subject to* (a) availability, (b) HUSD rules and regulations as amended from time to time, (c) Town general clean-up of the area after use; and
- \* The Lake Valley Elementary School (LVES) campus including, all athletic fields, athletic facilities, classrooms, and other agreed upon locations with no limitations on year-round use, *subject to* (a) availability, (b) HUSD rules and

regulations as amended from time to time, (c) Town general clean-up of the area after use; and

- \* The Liberty Elementary School (LES) campus including, all athletic fields, athletic facilities, classrooms, and other agreed upon locations with no limitations on year-round use, *subject to* (a) availability, (b) HUSD rules and regulations as amended from time to time, (c) Town general clean-up of the area after use; and
- \* The Humboldt Elementary School (HES) campus including, all athletic fields, athletic facilities, classrooms, and other agreed upon locations with no limitations on year-round use, *subject to* (a) availability, (b) HUSD rules and regulations as amended from time to time, (c) Town general clean-up of the area after use; and
- \* The Granville Elementary School (GES) campus including, all athletic fields, athletic facilities, classrooms, and other agreed upon locations with no limitations on year-round use, *subject to* (a) availability, (b) HUSD rules and regulations as amended from time to time, (c) Town general clean-up of the area after use.

- D. Special requests such as kitchen facilities, audio-visual equipment, and non-operational hours use will be dealt with on a case by case basis *subject to* (a) availability, (b) general clean-up, (c) payment of costs to replace routine equipment as determined by the Designated Representatives, and (d) payment of other costs as determined by the Designated Representatives.
- E. Facilities will be made available to the other party at no charge.
- F. Each party will maintain its own property and equipment and shall each provide ordinary maintenance and services for its own property, buildings and facilities, including (but expressly not limited to) watering, fertilizing, mowing, weed control, maintenance and repair of irrigation systems, field repair and reseeding, maintenance and repair of fences, and maintenance and repair of bleachers. Where a party is required hereunder to repair or maintain any property, buildings or facilities of the other, the non-owning party shall supply the needed materials out of its own inventories to the extent they are available.
- G. Each Party shall furnish and supply all materials for carrying on its activities or programs at the property, buildings or facilities of the other, unless shared use of the equipment has previously been specifically agreed to. Any personal property placed in, on or about the real property, buildings, or facilities of one party by the other shall remain the property of the party placing said items thereon. However, all such property shall be removed by the party owning it within sixty (60) days after any termination of this Agreement.

- H. Each party will cooperate in expediting repair of damage which may occur as a result of scheduled programs. The owner shall repair or replace any and all damage to its facilities as soon as is practicable, regardless of fault or of whose activities caused such damage. In the event that the non-owner under this Agreement or any user of the facility during the non-owner's use causes damage to the facility, the non-owning party shall immediately notify the owner of that fact and shall be responsible for the cost or repair or replacement.

If the owner discovers the damage, or upon notice of damage by the non-owning party, the owner shall, as soon as is practicable but in no event later than fifteen (15) calendar days, notify the non-owner in writing of the nature and extent of such damage, the date of discovery by owner (if applicable), and the estimated cost of repair or replacement (as necessary). The non-owner shall reimburse the owner for the cost of repair, within thirty (30) calendar days of delivery of an invoice unless the non-owner has sent a written notice of disagreement clearly identifying reasons for refusing responsibility for damages within five (5) working days of receipt of the written estimate from the owner. The parties shall use best efforts to investigate and resolve the disagreement in accordance with the Dispute Resolution section in this Agreement. The owner may proceed to make repairs or replacement without voiding the right to disagree. The term "damage" does not include ordinary wear and tear. Each owner will be responsible for routine maintenance and cleaning of its own property unless otherwise specifically agreed.

- I. Each party agrees that use of the other party's facilities shall not interfere with the other party's usual conduct of its business, nor be inconsistent with the intended and normal use of the facilities used. Both the Town and District shall provide or arrange for adequate personnel to supervise its activities or programs held at the property, buildings or facilities of the other.

Each party agrees to be responsible for the expenses of supervision, security, and supplies unless otherwise noted in this Agreement, and to make reasonable efforts to inspect facilities for safety conditions and for damage at the beginning and end of each period of use.

- J. Workers hired by either party to provide services, whether providing those services on premises owned by the Town or the District, shall be the worker of the hiring party only. The Town agrees that any workers of the Town providing services at District facilities on a regular basis shall comply with fingerprinting and background check requirements pursuant to A.R.S. §15-512(H).
- K. Each party shall observe and enforce all established rules and regulations of the other in connection with its use of the other's property, buildings or facilities.
- L. Neither party shall cancel reservations later than five (5) business days prior to the scheduled event, except in the case of actual emergency.
- M. Each party shall perform its duties and obligations hereunder in a timely fashion.
- N. Each party shall reasonably provide timely access to its property, buildings or facilities either by making its staff available to the other party or providing keys to the other party, at the discretion of the first party.
- O. Nothing in this Agreement shall preclude the Town from charging HUSD for domestic water, reclaimed water, and/or wastewater service in accordance with applicable Town regulations as

amended from time to time.

- P. Nothing herein shall preclude the designated representatives from mutually agreeing, in a separate writing, to add additional HUSD or Town property, buildings, and other facilities to those listed in this Agreement.

#### **IV. ANNUAL JOINT USE SCHEDULING CONFIRMATION PROCESS**

- A. Each owner will be responsible for maintaining the schedule for its own facilities.
- B. Representatives of the parties will meet quarterly to discuss scheduling at least two (2) months in advance of when it will begin. Within 2 weeks of the meeting, each owner's representative shall prepare a joint use confirmation form for the quarter discussed and shall send the schedule to the other party. The receiving party will either approve the proposed schedule by returning it with a signature of approval or may within (1) week(s) contact the other representative to discuss changes or amendments which need to be addressed. A final, signed schedule should be in place at least 1 month(s) before the scheduled use begins.

While uses mentioned in Subsection III. C. will have priority for the named facilities, priority for other events at the facilities will be given first to the owner and second to the other party. The Town and the District will cooperate in dealing with unforeseen events and shall seek a mutually acceptable alternative in the event of the need for scheduling changes. The mutual goal in scheduling will be to maintain program continuity, give adequate notification of scheduling changes, and (where necessary) relocate programming. In the event of no mutually acceptable alternative, use by the owner shall take priority unless the change is necessary for a use already scheduled under Subsection III. C. and the date change is necessary due to uncontrollable events (such as a snow day, a change in the AIA sports scheduling, or similar occurrence).

If, at any time, the Town or the District determines that a facility does not meet applicable health and safety standards or that for any other reason the facility is unsafe for use, the Town or District will have the authority to cancel the scheduled event and to close the facility for the duration of the scheduled event. If this occurs, the party will take immediate steps to notify the owner of the cancellation/closure.

- C. During scheduling meetings, the parties shall discuss any issues that may have arisen that the parties will work to resolve. The parties will, in good faith, discuss how to maximize the mutual benefit of the shared use of Town and District facilities.
- D. The Designated Representatives of the respective parties shall initially be the Facilities Coordinator for HUSD and the Parks and Recreation Director for the Town. However, either party may designate a new Designated Representative at any time in accordance with the Notice procedures set forth hereinafter.

#### **V. INDEMNIFICATION AND INSURANCE**

- A. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') for, from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that

such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

- B. The Town and the District shall, each year during the term of this Agreement (and any extension or renewal thereof), procure and maintain a certificate of commercial general liability insurance with a combined single limit of liability coverage not less than One Million Dollars (\$1,000,000) per occurrence. Each party's certificate of insurance shall be endorsed to show the other party as an additional insured with respect to any and all claims arising from or as a result of its use of facilities. Written notice shall be provided to the other party at least thirty (30) days prior to cancellation of the insurance, and failure to renew coverage shall constitute grounds for termination of the Agreement.

#### **VI. BUDGETING AND FINANCING**

The District and the Town shall each provide for its own costs under this Agreement, except as expressly provided herein for reimbursement of excessive maintenance or property damage. The District and the Town shall each include in its annual budget the necessary appropriations to meet the cost of its performances hereunder.

#### **VII. DISPUTE RESOLUTION**

In the event of any dispute between the parties arising out of any activity or program conducted pursuant to this Agreement, such dispute shall be directed to the Designated Representatives and resolved by them. If necessary, their resolution shall be presented for approval to the Town Manager and the HUSD Superintendent. If necessary, the resolution of the Town Manager and the HUSD Superintendent shall be presented for approval to the respective governing boards of the parties.

#### **VIII. TERMINATION**

This Agreement may be terminated by either party for any reason whatever, effective upon receipt of thirty (30) days' written notice.

#### **IX. NO PARTNERSHIP; NOT EMPLOYEES**

Nothing herein is intended to create a partnership or joint venture between the parties, nor does it create an employment relationship between either the personnel of HUSD and the Town or the personnel of the Town and HUSD. Solely for purposes of workers compensation, ARS §23-1022(D) and (E) shall apply and HUSD and the Town shall be solely liable for the payment of workers' compensation benefits for their respective employees providing services in accordance with this Agreement.

#### **X. NOTICES**

All notices provided in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently delivered or served when presented personally or upon the third (3rd) day after being deposited in the United States mail, postage prepaid, by registered or certified mail, addressed as follows:

HUSD: Humboldt Unified School District No. 22  
6411 N Robert Rd  
Prescott Valley, AZ 86314  
Attn: Facilities Coordinator

Town: Town of Prescott Valley  
7501 East Skoog Blvd.  
Prescott Valley, AZ 86314  
Attn: Community Services Director

#### **XI. LAWS AND REGULATIONS**

In their respective performances under this Agreement, the parties shall comply with all applicable laws, statutes, rules, regulations, and ordinances including, without limitation, those governing wages, hours, employment discrimination, and safety.

#### **XII. FURTHER INSTRUMENTS**

Each party hereto shall, promptly upon the request of the other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

#### **XIII. AMENDMENT AND CONSTRUCTION**

This Agreement sets forth the entire understanding of the parties as to the matters set forth herein as of the date of this Agreement and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by the authorized representatives of each of the parties hereto. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

#### **XIV. NO WAIVER**

No waiver by any party of a breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein-contained.

#### **XV. ATTORNEYS' FEES**

In the event any action shall be instituted between any of the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees.

#### **XVI. SAVINGS CLAUSE**

In the event any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

**XVII. MERGER CLAUSE**

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

**XVIII. GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed under the laws of the State of Arizona, and shall be deemed made and entered into in Yavapai County.

**XIX. CONFLICT-OF-INTEREST**

This Agreement may be canceled pursuant to ARS §38-511 in the event of a conflict-of-interest as described therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Intergovernmental Agreement by and through their authorized representatives.

**TOWN OF PRESCOTT VALLEY**, a municipal corporation  
of Arizona, (Town)

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Kell Palguta, Mayor

ATTEST:

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Fatima Fernandez, Town Clerk

The foregoing Intergovernmental Agreement has been submitted to me as Prescott Valley Town Attorney for review prior to its execution, pursuant to ARS §11-952(D), and I have determined that it is in proper



form and is within the powers and authority granted to the Town under the laws of Arizona.

---

Ivan Legler, Town Attorney

**HUMBOLDT UNIFIED SCHOOL DISTRICT NO. 22 OF  
YAVAPAI COUNTY, ARIZONA**, a unified school district  
and political subdivision of the State of Arizona,  
(District)

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Rich Adler, President Governing Board

ATTEST:

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Samantha Bartmus, Secretary Governing Board

The foregoing Intergovernmental Agreement has been submitted to me as Attorney for the Humboldt Unified School District No. 22 of Yavapai County, Arizona, for review prior to its execution, pursuant to ARS

§11-952(D), and I have determined that it is in proper form and is within the powers and authority granted to the District under the laws of Arizona.

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[ ], District Attorney