CONTRACT NO. CTR066849-GC3

BASED ON ARIZONA STATE PROCUREMENT COOPERATIVE CONTRACT NO. CTR066849

PUBLIC WORKS

Contract Name: **2025 Flood Events-NRCS Emergency Watershed Protection Program Construction Administration** **Contract No.:** **CTR066849-GC3**

THIS CONTRACT NO. CTR066849-GC3, made and entered into this 18th day of June, 2026, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated "County," and JE Fuller/Hydrology & Geomorphology, Inc., of the City of Tempe, State of Arizona, hereinafter designated "Contractor."

STATEMENT OF PURPOSE AND NEED:
Gila County requires professional engineering construction administration services for the implementation of flood mitigation projects associated with the September and October 2025 flood events in the Globe-Miami area. The projects include improvements at Russell Gulch, Hospital Floodwall, Copper Hills Road, Ice House Canyon, and Six Shooter Canyon funded through the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program. As the Design Professional for these projects, Contractor will provide construction administration, technical review, coordination, and engineering support services necessary to facilitate successful project delivery and compliance with NRCS program requirements.

Contractor may not perform any work without a written notice from the Public Works Director or the Director's designee. In an emergency situation, if the Public Works Director or designee issues a verbal notice to proceed, Contractor shall obtain the written notice within 24 hours of receipt of the verbal notice.

This Contract is based upon County's participation in the Arizona State Procurement Cooperative, with whom Contractor has entered into Contract No. CTR066849. All terms of that solicitation and contract are incorporated into this Contract as if fully set forth herein.

SCOPE OF WORK

The following requirements are in addition to the Scope of Work provided by Contractor (Attachment "A" by mention made a binding part of this Contract as set forth herein):

1. Contractor shall serve as the Design Professional for the NRCS EWP Program flood mitigation projects identified in Contract No. 12022025, *2025 Flood Events – Construction Manager at Risk Services*, including Russell Gulch, Hospital Floodwall, Copper Hills Road, Ice House Canyon, and Six Shooter Canyon.

2. Contractor shall provide construction administration services during project construction and shall coordinate with County, Construction Manager at Risk (CMAR), NRCS, utility providers, regulatory agencies, property owners, and other project stakeholders as necessary to support successful project delivery.

3. Contractor shall conduct and document regular site observations during active construction and provide written observation reports to County identifying project progress, observed deficiencies, safety concerns affecting the design intent, and other matters requiring County attention.

4. Contractor shall attend and participate in weekly construction meetings and other project coordination meetings as required. Contractor shall review meeting minutes, provide technical input regarding design-related matters, and assist County in resolving project issues.

5. Contractor shall review and respond to Requests for Information (RFIs), evaluate proposed design modifications, and prepare revisions to plans, specifications, and supporting engineering documents when necessary and approved by County.

6. Contractor shall review contractor pay applications and provide recommendations to County regarding consistency with project progress and completed work.

7. Contractor shall review shop drawings, product data, material submittals, testing reports, special inspection reports, and other construction documentation for conformance with the design intent and contract requirements.

8. Contractor shall review quality control testing results, special inspection reports, and other technical information provided by the CMAR and shall advise County of any concerns regarding compliance with the project design.

9. Contractor shall coordinate with the CMAR regarding constructability issues, project scheduling, sequencing, value engineering recommendations, and other matters affecting project implementation.

10. Contractor shall prepare and provide final sealed record drawings based upon information furnished by the CMAR and verified by Contractor to the extent required by the standard of care applicable to professional engineering services.

11. Contractor shall maintain records sufficient to support reimbursement through the NRCS EWP Program and shall provide documentation requested by County in connection with project funding, audits, inspections, and reporting requirements.

12. Contractor shall perform all services in a manner consistent with the requirements of the NRCS EWP Program and shall coordinate with County and NRCS representatives to support project completion within applicable program deadlines.

UNIFORM TERMS AND CONDITIONS

ACKNOWLEDGMENT

Each party acknowledges that the party's dated signature on the contract documents is intended to fully bind that party to the entire contract.

CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same were fully set forth in this Contract.

CERTIFICATION OF NO FORCED LABOR

Contractor does not currently, and agrees for the duration of this Contract that it will not, use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and
3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China

Contractor further agrees that if Contractor becomes aware, during the term of this Contract, that Contractor is not in compliance with this Certification, Contractor shall notify County within five (5) business days after becoming aware of the noncompliance. If Contractor does not remedy the noncompliance within 180 days after sending notice of noncompliance, this Contract shall automatically terminate.

ENTIRE CONTRACT

The Parties have read all parts of this Contract and agree to be bound by all its terms. The Parties further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual agreement signed by the Parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

GRATUITIES

County may, by written notice, terminate this Contract in whole or in part if County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of County for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract including the making of any determination or decision about contract performance. County, in addition to other rights and remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.

INDEMNIFICATION

To the greatest extent allowed by Arizona law, Contractor shall indemnify, defend (to the extent coverage exists under the required General Liability Insurance), save, and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against third-party claims, actions, liabilities, damages, losses, or expenses (including reasonable court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused by the negligent acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree, but only to the extent such claims arise from Contractor's negligent acts or omissions. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against the County, its officers, agents, and employees for losses arising from work performed by Contractor for the County.

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this Contract, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this Contract.

Contractor further agrees that if Contractor becomes aware, during the term of the contract, that Contractor is not in compliance with this Certification, Contractor shall notify County within five (5) business days after becoming aware of the noncompliance. If Contractor does not remedy the noncompliance within 180 days after sending notice of noncompliance, this Contract shall automatically terminate.

JURISDICTION AND DISPUTE RESOLUTION

Both Parties agree that this Contract shall be governed by the laws of the State of Arizona. The Parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The Parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein. In the event of a dispute, the Parties shall meet and confer to resolve the dispute. If there is no satisfactory resolution, the Gila County Superior Court is the proper forum for resolution of the dispute.

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will, at all times during the term of this Contract, comply with all federal immigration laws applicable to Contractor's employment of its employees and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will always during the term of this Contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Contractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this Contract subjecting Subcontractor to penalties up to and including suspension or termination of this Contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

NON-APPROPRIATIONS

Contractor acknowledges that County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this Contract, then this Contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall only activate this non-appropriations provision as an emergency fiscal measure. County shall not activate this non-appropriations provision for its convenience, to circumvent the requirements of this Contract, or to enable County to contract with another Contractor for the same supplies or services covered under this Addendum.

NON-WAIVER OF ENFORCEABILITY

Failure of County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Contract or any part thereof, or the right of County to enforce each provision.

RELATIONSHIP OF THE PARTIES

Contractor is an independent contractor of County. Contractor represents that they have or will secure, at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with County. All personnel engaged in work under this Contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that they have obtained or will obtain Workers' Compensation insurance for their employees working on this Contract and that any subcontractors will likewise obtain Workers' Compensation insurance for their employees working on this Contract. It is further agreed by Contractor that they shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of Contractor shall be deemed an officer, employee, or agent of County.

TERMINATION FOR CONVENIENCE

County reserves the right to terminate the contract in whole or in part at any time when in the best interests of County, without penalty or recourse. Upon receipt of the written notice, Contractor shall stop all work as directed in the notice and notify all subcontractors of the effective date of the termination and minimize all further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract shall become the property of and be delivered to County upon demand. Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

TERMINATION FOR DEFAULT

County reserves the right to terminate any part or all of this Contract if Contractor fails to carry out any term, promise, or condition of the contract. County will issue a written Notice of Default to Contractor if, in the opinion of County, Contractor:

1. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is similar action that affects Contractor's capability to perform under the contract.
2. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days.

3. Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract.
4. Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner.
5. Fails to complete the required work or fails to perform required services within the time frame stipulated.
6. Fails to materially perform or comply with the terms and conditions of the contract.

Failure of Contractor to remedy any problems noted by the deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the contract shall give County cause to cancel this Contract.

If County terminates the contract, Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, Contractor agrees to perform under the terms and conditions of this Contract up to and including the date of termination as though no termination has been made. In addition, Contractor shall deliver to the Procurement Office all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or not.

If the contract is terminated for default, County reserves the right to purchase the goods and/or services required under the contract from the open market, to complete required work itself or have it completed at the expense of Contractor.

County may recover any excess costs by (1) deduction from an unpaid balance due to Contractor; (2) collection against the proposal and/or performance security, if any; (3) collection against liquidated damages (if applicable); or (4) a combination of the aforementioned remedies or other remedies as provided by law.

CONTINUATION OF PERFORMANCE THROUGH TERMINATION
Contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.

SPECIAL TERMS AND CONDITIONS

FEDERAL COMPLIANCE
Contractor shall comply with all applicable federal statutes, regulations, grant requirements, and program guidance associated with funding provided through the Natural Resources Conservation Service Emergency Watershed Protection Program.

NRCS TECHNICAL ASSISTANCE FUNDING – BILLING AND RECORDKEEPING
All services performed under this Contract are anticipated to be reimbursed through NRCS Technical Assistance (TA) funding. Contractor shall maintain records sufficient to separately identify all costs incurred on or after April 6, 2026, and shall submit invoices that segregate charges by project area (Russell Gulch, Hospital Floodwall, Copper Hills Road, Ice House Canyon, and Six Shooter Canyon) and task, in a format acceptable to County. All invoices shall reference Contract No. CTR066849-GC3 and the resultant Purchase Order number(s). Contractor shall retain all supporting documentation for labor, expenses, and subconsultant charges in accordance with 2 CFR § 200.334 and shall make such records available to County, NRCS, and any authorized federal representatives upon request.

BUILD AMERICA, BUY AMERICA ACT PREFERENCE

Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.

BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CLEAN AIR ACT

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Natural Resources Conservation Service and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by NRCS.

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph 1 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of overtime wages required by the clause set forth in paragraph 1 of this section.

3. Withholding for Unpaid Wages and Liquidated Damages.

   A. *Withholding Process.* The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 C.F.R. § 5.2). The necessary funds may be withheld from the contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

   B. *Priority to Withheld Funds.* The Department has priority to funds withheld or to be withheld in accordance with 29 C.F.R. § 5.5 paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

      i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
      ii. A contracting agency for its reprocurement costs;
      iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
      iv. A contractor's assignee(s);
      v. A contractor's successor(s); or
      vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1 through 5 of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 5. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-Retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

   A. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
   B. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
   C. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
   D. Informing any other person about their rights under CWHSSA or this part.

DOMESTIC PREFERENCES FOR PROCUREMENTS

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For the purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with the provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit

access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph 1 and the provision of paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

   The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any and all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

FEDERAL WATER POLLUTION CONTROL ACT

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Natural Resources Conservation Service and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by NRCS.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

Contractor shall comply with the requirements of 2 CFR § 200.216 and shall not use federal funds provided under this Contract to procure or obtain covered telecommunications equipment or services, as defined by federal law, as a substantial or essential component of any system, or as critical technology as part of any system.

Contractor shall not enter into, extend, or renew any subcontract or other contractual arrangement funded in whole or in part with federal funds if such arrangement involves covered telecommunications equipment or services prohibited by 2 CFR § 200.216.

If Contractor becomes aware that covered telecommunications equipment or services are being used in violation of this provision, Contractor shall promptly notify County and cooperate in any investigation or corrective action required by County or the funding agency.

Contractor shall include the substance of this provision in all subcontracts and lower-tier agreements funded in whole or in part with federal funds under this Contract.

SUSPENSION AND DEBARMENT

1. This Contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).

2. Contractor must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that Contractor did not comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies including, but not limited to, suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

COMPENSATION AND PAYMENT

County shall compensate Contractor on a time-and-materials basis for services performed under this Contract in an amount not to exceed $628,400.00 unless amended in writing by the parties.

Contractor shall submit detailed monthly invoices identifying the services performed, employee classifications, hours worked, billing rates, subconsultant costs, reimbursable expenses, and the project or task to which such costs are attributable. Invoices shall include sufficient supporting documentation to permit County to verify the accuracy and allowability of the charges.

Because this Contract is funded in whole or in part through the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program, Contractor shall maintain labor, expense, and subconsultant records in sufficient detail to support reimbursement requests, audits, inspections, and other documentation requirements associated with federal funding.

County shall have no obligation to compensate Contractor for services performed in excess of the not-to-exceed amount unless authorized through a written amendment executed by the parties.

Payment shall be made in accordance with A.R.S. § 11-622 and County's standard accounts payable procedures.

TERM

This Contract shall become effective on April 6, 2026, and shall remain in effect through July 31, 2026, in alignment with the underlying Arizona State Procurement Cooperative contract. The term of this Contract may be extended contingent upon the renewal of the underlying Arizona State Procurement Cooperative contract.

(Remainder of page intentionally left blank; signature page to follow.)

CONTRACT NO. CTR066849-GC3

Contract End Date: 07-31-2026 **Renewal Option:** ☐ **Yes** ☒ **No**

Maximum Dollar Limit: $628,400.00

CONTRACT INFORMATION

Company Name:	JE Fuller/Hydrology & Geomorphology, Inc.	Contact Person:	Cole Cooper
Address:	8400 S Kyrene Rd Ste 201		
City:	Tempe	State, Zip	AZ 85284
Phone:	928-200-9126	Email:	cole@jefuller.com

IN WITNESS WHEREOF, Contract No. CTR066849-GC3 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS

Tim R. Humphrey, Chairman

6/18/26
Date Signed

JE FULLER/HYDROLOGY & GEOMORPHOLOGY, INC.

Cole Cooper
Cole Cooper (Jun 16, 2026 09:23:45 PDT)
Signature

Cole Cooper
Printed Name

Vice President / Project Manager
Title

06/16/2026
Date

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, JE Fuller/Hydrology & Geomorphology, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Cole Cooper
Cole Cooper (Jun 16, 2026 09:23:45 PDT)

Signature of Contractor's Authorized Official

Cole Cooper

Name of Contractor's Authorized Official

Vice President / Project Manager

Title of Contractor's Authorized Individual

06/16/2026

Date Signed

March 25th, 2026

Mr. Thomas Goodman
Gila County Engineer
Gila County, Arizona

RE: Scope of Services for NRCS Emergency Watershed Protection (EWP) Program – Globe Area Flood Mitigation Projects – Construction Administration

Dear Mr. Goodman:

JE Fuller appreciates the opportunity to submit this proposal for professional engineering services. Enclosed is our detailed scope of services, project schedule, and fee estimate for further mitigation design and planning in support of Gila County's application for Emergency Watershed Protection (EWP) program funding through the NRCS. The proposed services includes Construction Administration for the 2026 EWP projects.

JE Fuller has been working with Gila County to plan and design drainage related projects to mitigate damages from the September and October 2025 flood events. Gila County has requested that JE Fuller provide construction administration type services during construction and this proposal outlines those tasks. This proposal is based on the project team roles and responsibilities established during the CMAR kickoff meeting on March 6, 2026.

Roles and responsibilities:

Gila County (Owner)

- Ownership of improvements
- Payment
- Manage reimbursement from NRCS
- Easement and TCE acquisition
- Final review of Pay App, RFI, etc.
- Participate in public meetings / Public relation / hotline /social media/public release
- Sponsor for Flood Wall project
- Field inspection as necessary
- Review and agree on GMP

JE Fuller (Design Engineer)

- Daily onsite observations and reports (1 person)
- Attend Weekly Construction meeting (2+ people)
- RFI response and design revisions if needed
- Contractor Pay App review
- Material submittal review
- Review of special inspections provided by CMAR (Special inspections need to be defined)
- Review of CMAR testing results
- JEF to review the CMAR agreement
- Final sealed set of record drawings

Tiffany (CMAR Contractor)

- Pre-Construction Services
- Construction and management of Subs
- Utility company coordination – Will need a kickoff meeting for utilities prior to start of construction
- Run Weekly Construction Meeting
- Maintain Schedule and update weekly (3 week and master schedule)
- Material submittals
- Material testing
- Special inspection for structural elements by 3rd party
- Daily coordination with property owners
- Coordination with City of Globe (Russell/construction access to Copper Hills)
- Coordination with BHP (Copper Hills Road)
- Maintenance of construction yards – acquisition of yards
- Construction surveying
- Fire/police/school/post/agencies, etc. communication
- Construction signage
- As-Builts

NRCS (Funding Agency)

- Public Affairs Specialist is available
- Attend weekly construction meetings
- Construction Inspection
- Bio and arch approval
- Review of all projects by state engineer

FEE ESTIMATE

JE Fullers time and expenses fee for the CA services is estimated at $628,400.

All services performed under this scope will be authorized and invoiced in accordance with JE Fuller's Arizona State On-Call Contract (No. CTR066849). This contract number will be referenced on all invoices submitted to Gila County for work completed under this scope. A 2% markup will be applied to all subconsultant fees to account for the administrative fee required under **JE Fuller's Arizona State On-Call Contract (No. CTR066849)**.

Table 1. Staff Billing and Expense Rates (current ASLD On-Call Engineering Services Contract Categories)

Labor Category	Rate
Master Engineer IV	$250.00
Master Engineer III	$225.00
Master Engineer II	$200.00
Senior Engineer IV	$190.00
Senior Engineer III	$180.00
Project Engineer IV	$175.00
Project Engineer III	$165.00
Project Engineer II	$155.00
Senior Environmental Planner	$145.00
Hydro Tech	$120.00
Mileage at current federal rate	
Direct Expenses at cost	

SCHEDULE

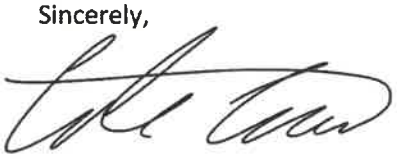
These services are anticipated to be substantially complete prior to July 4, 2026, with a final project end date of October 22nd, 2026 (end of 220-day EWP time frame). If the project requires more time, the expenses will increase.

ASSUMPTIONS

- JE Fuller is not providing any QC testing or specialty inspections.
- If the projects change in scope, the fee will be re-evaluated with Gila County.

We appreciate the opportunity to serve Gila County and are ready to begin work immediately upon approval of this scope and fee, and receipt of a notice to proceed. If you have any questions regarding this proposal or require additional information, please do not hesitate to contact me.

Sincerely,



JE Fuller/Hydrology and Geomorphology, Inc.
Cole Cooper, P.E.
Project Engineer/Vice President

Gila County - Globe Area EWP Flood Mitigation Design Projects - Construction Administration Services

	Task/Activities	ASLD On-Call Engineering Rates by Category									Labor Totals (Hrs)	Labor Totals ($)
		Master Engineer IV	Master Engineer III	Master Engineer II	Senior Engineer IV	Senior Engineer III	Project Engineer IV	Project Engineer III	Project Engineer II	Senior Environmental Planner		
		$ 250.00	$ 225.00	$ 200.00	$ 190.00	$ 180.00	$ 175.00	$ 165.00	$ 155.00	$ 145.00		
	Construction Administration											
	Internal Team											
	Task/Activities	Scott/Jon E.	Joe / Ian/Rob		Cole				Alia			
1	Project Administration	80	80				300				460	$ 90,500.00
2	Fulltime Onsite Observations						80		750		830	$ 130,250.00
3	Weekly Construction Meetings	180	240				250				670	$ 142,750.00
4	RFI/Pay Request Review	288	256				200				744	$ 164,600.00
5	Specific Site Visits	80	80				80		60		300	$ 61,300.00
											0	$ -
											0	$ -
											0	$ -
											0	$ -
											0	$ -
											0	$ -
											0	$ -
											JE Fuller Labor Total:	$ 589,400.00

Direct Expenses	
Mileage (@ $0.70/mile)	$ 20,000.00
Lodging	$ 9,000.00
Per Diem	$ 9,000.00
Misc. Expenses (supplies, etc.)	$ 1,000.00
Sub-Consultant Fees	
Project Total	$ 628,400.00