# AMENDMENT TO YAVAPAI COUNTY BROADBAND INITIATIVE AGREEMENT BETWEEN YAVAPAI COUNTY AND COX COMMUNICATIONS ARIZONA, LLC

#### Contract Amendment #2022-124

Amendment #01 of Contract #2022-124, dated April 20, 2022, further addresses and clarifies the requirements of the Contractor as well as sets forth parameters for proper monitoring under the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) and for purposes of complying with legal, regulatory, and all other applicable requirements.

- 1. Pursuant to Para. 3.1 at page 45 of 349, *Amendments*, The Parties hereby amend the original contract as set forth below.
- 2. Paragraph 2.h, at page 2, regarding reporting requirements is modified with the following language, "Notwithstanding the above, while reporting labor costs in some manner is appropriate, the Davis-Bacon Act and labor reporting as set forth in said Act, is not required based upon the Contract Award. The parties acknowledge that wage information is specifically excluded from any reporting requirements, unless otherwise provided in a subsequent Contract Amendment and effectuated via amendment to the payment invoicing and reporting attached thereto as well as the Contract Payment Form that is attached to this Amendment as Exhibit B. (See also paragraph 5.r at page 5; Exhibit F at page 21; and page 64 of 349, under the *Scope of Work*, *Specifications*, for additional references to the Davis-Bacon Act and labor reporting that shall be stricken).
- 3. Paragraph 5.b., at page 3, states that Contractor will assist with a determination that the Contractor is a subrecipient under ARPA. For purposes of clarity, the parties agree that the Contractor is a Contractor under ARPA (See 2 CFR part 200.331) with the ability to act as and in accordance with the laws, rules, and regulations, and is receiving funds as a subrecipient in a proper manner for the work and services provided. It is further understood that Contractor, as designated as a Contractor and not designated formally as a Subrecipient under the aforementioned CFR, is not subject to the audit requirement (The Single Audit Act) under 2 CFR Part 200, subpart F and as referenced in paragraph 5.f at page 4.
- 4. The parties agree that a composite cost strategy of allocating the payment based on percentage complete is appropriate. Pursuant to paragraphs 5.j, 5.m, 5.q, and 5.r, at pages 4 and 5, (monitoring, reporting and auditing), and paragraph 6.e, at page 6 (County management and monitoring), and paragraph 7.g, beginning at page 8 (contract price and payment requirements), and paragraph 2.3, at page 44 of 349, as well as other paragraphs within said original contract, in order to receive payment for work completed, sufficient evidence of materials and labor detail, which could include composite pricing, must be included with any invoice. Additionally, once the payment request/invoice has been received by Yavapai County Finance Department, a "field/site visit" shall be scheduled with Contractor and a County representative, pursuant to paragraph 5.o, at page 5, within 3-5 business days, to confirm the work billed has been executed. From time to time this "field/site visit" may occur more frequently (but no less than quarterly) at the County's sole discretion for purposes of confirming that the work billed has been executed. The Contractor shall have a Contractor representative accompany the County representative for the field/site visit to ensure that the project is completed as described in the invoice as

well as determine if the project is meeting the appropriate schedule. The Contractor shall also develop and provide a construction schedule with applicable milestones and maps, so that the County may timely track progress toward construction completion. This schedule shall provide the objectivity and reasonableness that can be assessed during site visits and compared to previous visits. The schedule shall also raise awareness of the construction progress – confirming if work is on target, ahead of schedule, or slipping behind schedule.

- 5. In order to better effectuate the above and paragraph 7.g on page 8, the Parties shall use a Payment Request Form and accompanying documents as set forth in Exhibit "B" attached hereto and incorporated herein. Paragraph 7.h is revised to provide that Contractor shall make a certified estimate of the work performed during the preceding quarter as a percentage of the total project and submit the same to County, or County's designee, for review.
- 6. The Parties agree that the payment shall occur thirty (30) days from submission of the invoice to allow for a sequential process of the review. Said, thirty (30) days may be extended on a case-by-case basis given matters outside of the control of the County (force majeure or Contractor compliance issues, for example), upon written notice to Contractor.
- 7. Paragraph 3.5 of the original Contract, page 38 of 349 (containing footnote /9 of 89), shall be amended to include a sentence at the end of said paragraph stating, "Subcontractors shall comply with all applicable federal and state law, regulation and guidance, including, among others, registration with SAM.gov. Additionally, subcontractors must comply with the Contract work hours safety act. See Exhibit "A" attached.
- 8. For purposes of both payment and reporting, the following language from the SLFRF shall apply and be incorporated into the original Contract:

Reporting locations – Housing unit definitions. Location-by-location reporting is tied to each "structure where service will be installed." For the purpose of SLFRF reporting, a structure represents the individual buildings located at each installation point.

(Page 39, SLFRF Project and Expenditure Report User Guide, v.4 (October 12, 2022)

For residential locations, the reference to "Number of Housing Units" within the SLFRF Compliance and Reporting Guidance is included for instances where multiple housing units exist in a single structure at a single street address or latitude/longitude point, which must be reported in a single record based on location.

(Page 39, SLFRF Project and Expenditure Report User Guide, v.4 (October 12, 2022)

As such, reporting on groups of residential structures as one location based on a shared neighborhood would be incongruent with SLFRF guidance. Each individual structure with service installed should be reported as its own location.

9. This Amendment #1 shall have priority of the Order of Precedence over all other documents to the contract. Additionally, the remainder of the original Contract Terms, Conditions and other documents shall remain in full force and effect. Notwithstanding the above, any term in the original contract that is in conflict with the new terms and conditions in this Amendment #1, the language in Amendment #1 shall have precedence.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment #01of Contract #2022-124 to be executed by their duly authorized officials and have affixed their signatures this Amendment on the date written below.

County: Yavapai County, a political subdivision	of the State of Arizona	
James Gregory, Chairman Yavapai County Board of Supervisors	Date:	
ATTEST:		
Kim Kapin, Clerk of the Board Yavapai County Board of Supervisors		
Contractor: Cox Communications Arizona, LLC		
Signature of Authorized Agent	Date: January 4, 2023	
Percy Kirk, SVP Region Manager Printed Name and Title		

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 (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 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 the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in <u>paragraph (b)(1)</u> through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in <u>paragraphs (b)(1)</u> through (4) of this section.

# EXHIBIT B Contract Payment Form

#### **Vendor Reimbursement Request Submission Instructions**

#### Using the "1. Payment Request Detail Pg 2" tab

The purpose of this tab is to provide the request for the payment for the specific period.

- 1. Complete the vendor information in the first half of the form
- 2. Fill in the vendors' application for payment questions 1 through 13
  - a. Please note the grey cells have a formula and do not need to be completed
  - b. Only input values for questions 1, 2, 3, 4, 7, 11 and 13
- 3. Move on to tab "2. Reimburse Request Detail Pg 2"

#### Using the "2. Payment Request Detail Pg 2" tab

The purpose of this tab is to provide the itemized expenses of the specific payment period.

- 1. Enter the budget line item or activity no in the "Budget Line Item or Activity No" column in the table, based on the Budget Form submitted to Yavapai County.
- 2. In the "Description of Expense" column, describe in your own words the reported expense.
- 3. Input the dollar amount for the "Work Completed" column from the previous application and this period.
- 4. E, G L are automatically calculated.
- 5. Move on to tab "3. Invoice and Payments"

#### Using the "3. Invoice and Payments" tab

The purpose of this tab is to provide the itemized invoices of the specific payment period.

- 1. Please provide the invoice number, vendor name, and invoice date in the first three columns.
- 2. In the "Activity No." column please provide the appropriate activity number(s) correlated to the budget. Activity can be specific to the contractor's accounting system. Ideally will distinguish between ARPA/non-ARPA funding and reference the location
- 3. In the "Description of Work" column, describe the work performed related to the expenses submitted.
- 4. In the "Quantity" please input the unit of measure of work completed.
- 5. In the "Amount" please provide the amount that is being requested.

#### **Supporting Documentation**

Attach supporting documentation for all itemized expenses page 2 of the payment request form.
 Examples of supporting documentation include, but are not limited to, invoices, receipts, contracts, amendments, change orders, purchase orders. In the case of employee compensation and benefits, supporting documentation may also include, but is not limited to, payroll reports or ledgers which support the reported expense.

numbers d will TO BE UPDATED WITH THE PPT SLIDES

Vendor Name					Date			
Contract No.			PO#		Application No./Mo.			
Vendor Address					CON			
Vendor Contact Person					diZ			
Vendor Phone		Yavabai County Email	Vendor Email Tim Carter Yavanai County Email: Tim Carter Provanable gov		County Direct Wire/Deo		Yes	
temite application and certificate of payment request detail (sheet 2 of 2) must accompany this	request detail (sheet 2 of	2) must accompany th	is form. Include capies of invoice	is, cashed checks, a	nd other backup documental	tion. Original signature	s are required for proc	Bussing
a		Q	g	P	e (c-q)	-	,	
Budget Line Item	Date	Acct Number	Application is made for Payment, as shown below, in connection with the contract number as mentioned above	int, as shown below	In connection with the cont	ract number as mention	ed above.	
hereby, submit this reimbursement request and certify that the expenses that have been	nd certify that the expense	es that have been				100	AKFA	
ubmitted for reimbursement are allowable exp	penses pursuant to the St	ate and Local Fiscal	Total Estimated Project Cost		80.3%	9 6,600,000,00		3,978,000.00
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ccordance with the terms of the Broadband Infrastructi etween Yavapai County, Arizona, and my organization.	frastructure contract ent enization.	ered into by and	3. Estimated Project Sum to Date (1+2)	ite (1+2)		\$ 6,630,000.00		
			4. Total project compared to case		***************************************			
			5. Total funded by ARPA		60.3%		8	90,409,09
			6. Retainage (10% of completed work)	d work)	10.0%		8	9,040.91
			7. Total Earned less Retainage (4 - 5)	4 - 5)	9000		\$ 81	31,368,18
			8. Less previous requests for payment	yment			25	54,000.00
endor Name (Print);			9. Current payment due		33.6%			27,368.18
			10. Balance to finish, plus retainage	age		\$ 6,480,000.00		
Vendor Authorized Signature			12. Available ARPA balance				w	00 000 908
the	Date							
			13. Requested ARPA amount				\$ 27	27,000.00
			Mode Complete				Amount Requested	page
			and the conduction	2	Common		(adjusted if necessary)	sary)
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Topics, receives to the best of its knowledge, mornation, and being regressed as indicated, the quality of work is reflective of the supporting delabilities, and the Contractor is entitled to the requested payment amount	wedge, information, and effective of the supporting requested payment amo	g documentation	Program Managet Review Mosses, if any observations or variances noted, or if Program Manager selected option 2 on the left side of the form, please provide detailed explanation as to why.	es: If any observatived explanation as to	ons or variances noted, or If I why.	Yogram Manager selec	ted option 2 on the lef	1 side
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Project Manager Name (Print):			Date					П
Project Manager Authorized Signature			Title	=				
Finance Director Review Notes: If any observation detailed explanation as to why.	tions or variances nated,	please provide	Amount Approved Org#		0784000000	Object Code	52404	
Yavapai County Finance Director Approval			Date					

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Activity No	Description of Work	Total Value (Based on Budget)	Total Invoice (s) From Previous Application (\$)	Total ARPA Disbursed from Previous Application (\$)	Total invoice (s) Amount Percentage ARPA funded This Period	Percentage ARPA funder	Total ARPA Requested  This Period (5)  (including retainage)	Total Project Completed to Date (E+D) (5)	* (F-C)	Balance to Finish (5)	Retainage based on ARPA funded (5)
1 - NON FEDERAL LOCATION A CONSTRUCTION	Construction of assets	\$ 2,000,000.00 \$	\$ 100,000,001 \$	\$ 54,245.45	\$ \$0,000.00	96.3%	\$ 30,136.36 \$	\$ 150,000.00	%8	\$ 1,850,000.00	3,013.64
2 - NON FEDERAL LOCATION A FIBER	Fiber	\$ 4,000,000.00 \$	•		**	60.3%	47	\$	960	\$ 4,000,000.00	
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Invoice #	Vendor	Invoice Date	Activity No.	Description of Work
1	A	7/23/2022	3 - ARPA FEDERAL_LOCATION A_MID M	

			FOR YAV	APAI COUNTY US	E
Quantity	Total Invoice Amount	Observation Amount	Observations	Recalculated Amount	Payment ID
2.30	\$ 5,000.00	\$ -	No observations	\$ 5,000.00	

Payment Amount

### TO BE UPDATED ONCE COUNTY RECEIVES DETAILED BUDGET

Activity / Phase	
1 - LOCATION A_CONSTRUCTION	
2 - LOCATION A_FIBER	
3 - LOCATION A_MID MILE	

**Total Contract and Change Orders** 

Activity / Phase Start Date	Activity /Phase End Date

Amount \$	Change Order		Total
\$ 2,000,000.00	\$ -	\$	2,000,000.00
600,000.00	-		600,000.00
4,000,000.00	30,000.00		4,030,000.00
		Total	

\$ 6,600,000.00	\$ 30,000.00	\$ 6,630,000.00

#### TO BE UPDATED ONCE COUNTY RECIEVES DETAILED BUDGET

# Activity No. 1 - NON FEDERAL\_LOCATION A\_CONSTRUCTION 1 - ARPA FEDERAL\_LOCATION A\_FIBER 2 - ARPA FEDERAL\_LOCATION A\_FIBER 3 - NON FEDERAL\_LOCATION A\_MID MILE 3 - ARPA FEDERAL\_LOCATION A\_MID MILE

Vendor Name				Date			
Contract No.			PO#	Application No./Mo.			
Vendor Address	-			City			
Vendor Contact Person				ZIP			
Vander Phone			Vandage Consul	-			
Yavapai County Program Contact	t Tim Carter	Yavapai County Email: Tim Ca	Tim Carter@yavapalaz.gov	Direct Wire/Dep		Yes	T
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Budget Line Item	Date	Acct Number	Application is made for Payment as shown being	ow in connection with the contra	or number as mentions	ed above	100
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I hereby, submit this reimbursement request and certify that the expenses that have been advented for reimbursement are illumable presented another than the Color and I need Electrical	nd certify that the e	openses that have been	1. Total Estimated Project Cost	%6'09	00:000'009'9 \$	3,978,000.00	00:00
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Department of Treasury, Incurred during the period of performance of this contract and in	eriod of performant	e of this contract and in	2. Net change in Project Estimate				T
between Yavapai County, Arizona, and my organization	intration.		3. Estimated Project Sum to Date (1+2)		\$ 6,630,000,00		
			4. Total project completed to Date	23%	\$ 150,000.00		
			5. Total funded by ARPA	96.3%			50.03
			6. Retainage (10% of completed work)	10.0%		\$ 9,040.91	16:00
			7. Total Earned less Retainage (4 - 5)	90.0		5 81,368,18	58.18
			8. Less previous requests for payment			\$ 54,000.00	00.00
Vendor Name (Print):			9. Current payment due	33.6%			8.18
			10. Balance to finish, plus retainage		\$ 6,480,000.00		
Vendor Authorised Signature			12. Available ARPA balance			3.924.000.00	000
Trite		Date					
			13. Requested ARPA amount			\$ 27,000.00	00:00
		Distance in the	Work Completed	Quantity		Amount Requested	
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ringian in manager or thousings to one aptions obtain.  In accordance with the Contract Documents, based on on-site observations, red line marking review, and supporting documentation submitted in the above payment request, the	based on on-site of nitted in the above	servations, red line mark- sayment request, the	3 - ARPA FEDERAL_LOCATION A_MID MILE (or afternatively, please provide multiple budget line items / high-level description)	23		\$ 27,000.00	00.00
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Project Manager Name (Print):			Date				
Project Manager Authorized Signature			Title				
Flaance Director Review Modes. If any observations or variances nated, please provide detailed explanation as to why.	tions or variances n	sted, please provide	\$ 27,000,000	0.0000000000000000000000000000000000000	Object Code	52404	
Yavapai County Finance Director Approval			Date				

## CONTRACT KEYWORD COVERSHEET

Please fill out form con	npletely. If a response	is not app	licable, please use "N/A" – <u>Do Not Leave An</u>	/ Blan
VENDOR:	Board of Supervisor  Win Tumpson  Phil Bourdon or Jer  Cox Communication  \$3,757,763.00  Amendment of Con	nn Nelson ns Arizona	LLC 022-124 to further address and clarify	
BRIEF DESCRIPTION: requirements of the co			ameters to properly monitor ARPA funds.	
CONTRACT TYPE:				
Addendum			Development Agreement	
Agreement			Extension	
Amendment			Grants	
Authorization of	of Services		Intergovernmental (IGA)	
Change Order			Lease/Property Acquisition	
Construction			Memorandum	
Other (Please specify):				
EFFECTIVE DATE:	April 20, 2022			
EXPIRATION DATE:	December 31, 2024		100 720 1 124 2 100 2 100 12 10 12 10 10 10 10 10 10 10 10 10 10 10 10 10	
RETENTION SCHEDULE	/SERIES #: GS1018/1	0296	**************************************	
DESTRUCTION DATE:	Permanent			
ADDITIONAL COMMENT		TEACH TO THE		