

**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.

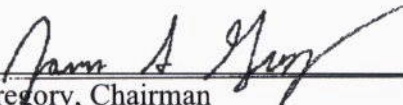
[\(Page 39, SLFRF Project and Expenditure Report User Guide, v.4 \(October 12, 2022\)\)](#)

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.

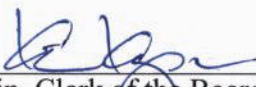
IN WITNESS WHEREOF, the Parties hereto have caused this Amendment #01 of Contract #2022-124 to be executed by their duly authorized officials and have affixed their signatures this Amendment on the date written below.

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 [paragraph \(b\)\(1\)](#) 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 [paragraphs \(b\)\(1\)](#) 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**

1. 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  
I will

TO BE UPDATED WITH THE PPT SLIDES



YAVAPAI COUNTY APPLICATION AND CERTIFICATE OF PAYMENT (PAGE 1 OF 2)									
Vendor Name		Date		Application No./Mto.		City		ZIP	
Contract No.		PO #		City		ZIP		County	
Vendor Address		Vendor Email		Direct Wire/Dep.		Yes			
Vendor Contact Person		Yavapai County Email: <u>Tim Carter</u>		Yavapai County Email: <u>tim.carter@yavapai.gov</u>					
Yavapai County Program Contact		Tim Carter		Yavapai County Email: <u>tim.carter@yavapai.gov</u>					
Itemize application and certificate of payment request detail (sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. Original signatures are required for processing.									
Budget Line Item		Date		Acct Number		Application is made for Payment, as shown below, in connection with the contract number as mentioned above.		e (f-c)	
						%		f	
						Total		ABPA SLRP	
						1. Total Estimated Project Cost		\$ 6,600,000.00 \$ 3,978,000.00	
						2. Net change in Project Estimate		\$ 30,000.00	
						3. Estimated Project Sum to Date (1 + 2)		\$ 6,630,000.00	
						4. Total project completed to Date		2.3% \$ 150,000.00	
						5. Total funded by ABPA		60.3% \$ 90,409.09	
						6. Retainage (10% of completed work)		10.0% \$ 9,040.91	
						7. Total Earned less Retainage (4 - 5)		0.0% \$ 81,368.18	
						8. Less previous requests for payment		\$ 54,000.00	
						9. Current payment due		33.6% \$ 27,368.18	
						10. Balance to finish, plus retainage		97.7% \$ 6,480,000.00	
						12. Available ABPA balance		\$ 3,924,000.00	
						13. Requested ABPA amount		\$ 27,000.00	
FOR YAVAPAI COUNTY USE ONLY									
Program Manager to initial next to one option below:		Work Completed		Quantity		Amount Requested (adjusted if necessary)			
1. In accordance with the Contract Documents, based on on-site observations, and line mark-up review, and supporting documentation submitted in the above payment request, the Project Manager certifies to the best of his knowledge, information, and belief the work has progressed as indicated, the quality of work is reflective of the supporting documentation submitted, and the Contractor is entitled to the requested payment amount.				2.3		\$ 27,000.00			
2. In accordance with the Contract Documents, based on on-site observations, and line mark-up review, and supporting documentation submitted in the above payment request, the Project Manager certifies to the best of his knowledge, information, and belief the work has not progressed as indicated, the quality of work is not reflective of the supporting documentation submitted, and the Contractor is entitled to an adjusted payment of the amount as evidenced by the redlined supporting documentation.									
Program Manager Review Notes: 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.									
Project Manager Name (Print):		Date:		Title:		Amount Approved		Object Code	
Project Manager Authorized Signature:						\$ 27,000.00		0784000000	
Finance Director Review Notes: If any observations or variances noted, please provide detailed explanation as to why.								52404	
Yavapai County Finance Director Approval		Date:							

YAVAPAI COUNTY APPLICATION AND CERTIFICATE OF PAYMENT (PAGE 2 OF 2)

[illegible]

Invoice #	Vendor	Invoice Date	Activity No.	Description of Work
1	A	7/23/2022	3 - ARPA FEDERAL_LOCATION A_MID M	Cables for Middle Mile



FOR YAVAPAI COUNTY USE					
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



[illegible]

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

\$ 6,600,000.00	\$ 30,000.00	\$ 6,630,000.00
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**TO BE UPDATED ONCE COUNTY RECIEVES DETAILED BUDGET**

<b>Activity No.</b>
1 - NON FEDERAL_LOCATION A_CONSTRUCTION
1 - ARPA FEDERAL_LOCATION A_CONSTRUCTION
2 - NON FEDERAL_LOCATION A_FIBER
2 - ARPA FEDERAL_LOCATION A_FIBER
3 - NON FEDERAL_LOCATION A_MID MILE
3 - ARPA FEDERAL_LOCATION A_MID MILE





## CONTRACT KEYWORD COVERSHEET

**YC CONTRACT NO:** 2022-124A1

*Please fill out form completely. If a response is not applicable, please use "N/A" – **Do Not Leave Any Blanks.***

**DEPARTMENT:** Board of Supervisors  
**DEPARTMENT CONTACT:** Mary Thompson  
Phil Bourdon or Jenn Nelson  
**VENDOR:** Cox Communications Arizona, LLC  
**AMOUNT:** \$3,757,763.00

**BRIEF DESCRIPTION:** Amendment of Contract No. 2022-124 to further address and clarify  
requirements of the contractor as well as set forth parameters to properly monitor ARPA funds.

**CONTRACT TYPE:**

- |  |   |
|--|---|
| <input type="checkbox"/> Addendum                  | <input type="checkbox"/> Development Agreement      |
| <input checked="" type="checkbox"/> Agreement      | <input type="checkbox"/> Extension                  |
| <input type="checkbox"/> Amendment                 | <input type="checkbox"/> Grants                     |
| <input type="checkbox"/> Authorization of Services | <input type="checkbox"/> Intergovernmental (IGA)    |
| <input type="checkbox"/> Change Order              | <input type="checkbox"/> Lease/Property Acquisition |
| <input type="checkbox"/> Construction              | <input type="checkbox"/> Memorandum                 |

Other (Please specify): \_\_\_\_\_

**EFFECTIVE DATE:** April 20, 2022

**EXPIRATION DATE:** December 31, 2024

**RETENTION SCHEDULE/SERIES #:** GS1018/10296

**DESTRUCTION DATE:** Permanent

**ADDITIONAL COMMENTS:**

This contract is an amendment to 2022-124

**CLERK DEPARTMENT ONLY**